PROPERTY MANAGEMENT PROCEDURES
ADMINISTRATIVE PRACTICES

Administrative practices reflect standards that satisfy requirements of the Federal Highway Administration and State statutes. Records of projects involving Federal participation are subject to review and may be audited by Federal Highway Administration representatives at any time.

PURPOSE

The purpose of this manual is to provide a guide for persons interested in INDOT procedures for managing properties acquired for transportation improvements and to ensure that the process is administered in an equitable and uniform manner to all persons affected by such projects. These procedures are determined by Indiana Statutes, Federal Highway Administration Procedures, and policies of the Indiana Department of Transportation and the Indiana Department of Administration.

Property Management has three basic objectives:

1. Deliver all payments for the acquisition of Right of Way
2. Clear the Right of Way prior to construction
3. Recover an optimum amount of expenses associated with land acquisition.

Operating procedures are prescribed for the functional areas of administrative practices, payment delivery, new acquisitions, property leasing, improvement removal, Right of Way clearance and disposal of excess land. They outline the District’s responsibilities for Property Management procedures within the separate District areas prior to project lettings.

FINANCIAL TRANSACTIONS

Procedures for delivering land acquisition payments to landowners and receipts from sales, rentals, or other property transactions are prescribed by administrative directive and the State Board of Accounts. Diligent adherence to the established procedures provides standards of accountability adequate to meet requirements of the Federal Highway Administration.

ADVANCE PROGRAMMING

The nature and scope of advance programming are determined primarily by acquisition lead-time. With adequate lead-time for the acquisition of improved properties ahead of construction operations, plans can be developed for the orderly and efficient disposition of
improvements. The ultimate goal and primary objective is to certify that the Right of Way is clear prior to construction.

PROPERTY INVENTORY

Property Management maintains the inventory of all improvements on land purchased for transportation projects. The fixtures and improvements (items acquired), where applicable, are posted in the Land Records System (LRS). Property Management also maintains the LRS inventory of excess land and other property acquired by the State in fee title, by the eminent domain process, or by Right of Way grant and held for wetlands or other mitigating purposes.
PARCELS PAYMENTS AND NOTICES

PARCEL FILES, SECURED AND CONDEMNED

All parcel files are routed to Property Management to identify improvements in the Right of Way that require removal, to identify and record excess land that was acquired and to deliver payment for the acquisition.

1. Secured and condemned parcel files are reviewed to identify improvements or personal property in the acquired and existing Right of Way. Personal property or improvements in the acquired Right of Way are entered in the LRS as “Acquired”, “Cost to Cure”, “Both” or “None”. A brief description of the improvement is also entered.
   a. **Acquired Improvements** in the acquired Right of Way. These improvements are INDOT property after payment. A 30 day notice to vacate is not required and INDOT has these improvements removed in its own time by various methods explained in *Acquisitions with Buildings* starting on 520 once possession has been secured.
   b. **Cost to Cure** improvements in the acquired Right of Way. These improvements are property for which the owner will be paid money to remove from the acquired Right of Way. A 30 Day Notice to vacate is required to be delivered to the owner. If not removed within 30 days, the improvement is considered an encroachment. If the owner fails to remove the encroachment, INDOT will remove these in its own time. The term Cost to Cure is used by appraisers as a term that also describes damages and not necessarily improvements that need to be physically removed by the owner as stated above.
   c. **Encroachments** in the existing Right of Way. These are improvements that have been illegally placed in the existing Right of Way. The appropriate District is responsible for the removal of encroachments in the existing Right of Way. An encroachment notice is sent to the District when identified in the appraisal.

2. Secured parcel files are reviewed for payment and delivery instructions, property taxes to pay, mortgage balance to pay, mortgage release to obtain, mobile home titles to obtain, etc.

3. Any necessary payment notices and closing statements are prepared for mailing or delivery with the payment for secured parcels.

4. Parcel files are reviewed to identify excess land, wetlands or any other special classification property. The Right of Way Agent’s Status Report and the appraisal in the parcel file should list any excess lands or wetlands acquired on the parcel. The information is entered in the LRS excess land inventory.
5. Parcel files are held in Property Management until all payments have been mailed or delivered. Once all Property Management information has been extracted with Cost to Cure information sent to the District to monitor the removal and clearing the parcel files are sent to Records for filing.

DELIVERY OF PAYMENTS

When checks for property payment are received in Property Management from the Finance Section, each check is accompanied by a copy of the claim voucher. The check payee name(s) and check amount(s) are compared with the claim voucher(s) and the warranty deed(s) to insure the total compensation due is ready for delivery.

When there is a difference of information the parcel file must be reviewed to ascertain the reason for the difference. The most common reason would be the owner has elected to retain certain items which INDOT purchased. A retention letter or Right of Way Agent’s Report would cite a retention value and that value should be the difference between the warranty deed amount and the check(s) total.

Checks are mailed or delivered in accordance with instructions entered in the LRS voucher screen. The information should include a contact person, their address and telephone number. All checks mailed use the USPS mailing service to assure timely service. UPS overnight delivery is primarily utilized when checks are co-payable and need endorsement from the property owner(s) and for delivery to a financial institution, assessor, etc. When requested per instructions, hand delivery will be completed by Property Management Specialists. The check delivery method, the delivering agent and the delivery date are entered in the LRS.

1. **Payments mailed to property owner without 30 day notices** The check and a closing statement are mailed to the property owner. The parcel paid date and the parcel clear date are entered in the LRS.

2. **Payments mailed to property owners with 30 day notices** The check, closing statement, and a 30 day notice are mailed to the property owner using UPS mailing service. The service provides confirmation of delivery. The paid date and the 30 day expiration date are entered in the LRS.

3. **Payments delivered by agent when necessary** The check, a closing statement and if necessary a 30 day notice are given to a Property Management Agent for delivery.

4. The delivering agent **contacts all parties by telephone**, verifies the terms of the payments, and schedules the closing. When the checks are delivered, the delivering agent dates the closing statement and has the statement signed by the check recipient. The delivering agent returns one closing statement for the records file. The parcel paid date and either the parcel clear date or the 30 day expiration date are entered in the LRS.
5. **Payments mailed to clerk of the courts** Condemned parcel payments are ordered by the court where the eminent domain case was filed. Checks for such payments are made payable to the clerk of courts of the appropriate county. The check, the Attorney General’s transmittal form, a claim voucher, and a copy of the court order are received in Property Management from the Finance Section. Upon receipt of these documents, the court order is compared to the information in the LRS. The LRS information is revised to conform to the court order.

The check and a cover letter are mailed to the clerk of the court to whom the check is made payable. The clerk of the court is requested to send Property Management a receipt. Upon obtaining the receipt from the clerk of the court the paid receipt date is entered in the LRS as the money posted paid date. The receipt and all relevant documents are forwarded to Records for filing.

**NOTICES AND CLOSING ISSUES**

**Closing Statement** A closing statement is prepared for each parcel acquired. Each payee receives the closing statement. The closing statement includes the total amount of compensation for the parcel, the name of each payee and the amount of compensation to each payee. *(See Appendix, Closing Statement)*

**30 Day Notice to Vacate** When a parcel involves improvements, e.g. a building, a sign, etc; a notice to vacate is sent or delivered, along with the acquisition payment, to the owner giving the owner 30 days to vacate the improvement or remove the improvements not acquired by the State from the acquired Right of Way. The 30 day expiration date is entered in the LRS. *(See Appendix, 30 Day Notice)* For condemned parcels, the 30 Day Notice is not necessary per IC 32-24. INDOT takes possession when monies are posted to the court. Property Management will issue a ‘courtesy’ 30-Day Notice. *(See Appendix, 30 Day Notice – Condemnation)*

**Special Notice Letters** When property owners are paid damages to replace certain items like septic systems, utility lines or livestock containment fences, special notice letters will be sent reminding them that they will soon lose the utility of those original items and that they should take steps to replace them.

**Mortgages** Closings may require mortgage payoffs and mortgage releases obtained from the lender. If the Right of Way Agent assigned to buying was unable to obtain a needed mortgage release, instructions will be entered in the LRS voucher screen. The instructions should include the contact person, address, telephone number and the mortgage account number. The agent mailing or delivering the payment makes prior contact by telephone and or email with the mortgage company and the property owner to verify the amounts to be received to insure all checks and documents are accurate.

**Property Taxes** When property taxes are to be paid as part of the acquisition a separate check is prepared with the property owner and the appropriate county treasurer as co-payees. Before
mailing or delivering any payments, the Property Management Agent will verify with the county prior to mailing or delivery that the amount of property taxes due is covered by the check and that the mailing address for the receipt of funds is accurate. If the check amount is not correct, a new check must be prepared if additional funds or a refund cannot be arranged. The property tax check will be mailed to the owner for endorsement using UPS delivery service. The check will be returned by the owner to Property Management before any other funds are mailed or delivered.
CLEARING THE RIGHT OF WAY.

The goal of Property Management is to clear all Right of Way acquired parcels prior to the project’s scheduled Right of Way clear date. Bare land parcels, parcels with no improvements, are cleared upon payment.

OWNER RETENTION OF IMPROVEMENTS

An owner may opt to retain fixtures or improvements and remove them from the Right of Way purchased by INDOT. Generally this solution is the most advantageous if there is adequate lead-time to remove the fixture or improvement before the Right of Way clear date. Retentions fall into two categories, minor retentions consisting of fixtures to a building, signs, flag poles, etc. and major retentions, such as buildings on foundations.

RETAINING MINOR IMPROVEMENTS

In the case of minor retentions, INDOT’s offer includes the improvement but the owner chooses to retain it. The INDOT Right of Way Agent assigned to buying determines an estimated retention or salvage value for the improvement. The estimated retention value is deducted from the original good faith offer. A 30-day Notice is issued to remove retained minor retention items.

Owners opting to retain minor improvements are responsible for leaving the site secure. All windows and doors are to be shut and locked. If windows and doors are retained, the openings must be boarded over.

RETAINING MAJOR IMPROVEMENTS

When the owner wishes to retain major improvements, the owner must complete the first two pages of the Major Retention Agreement form (see Online Forms). This form requires that the owner investigate and document the following considerations before requesting approval through the Acquisitions Section for the retention:

- Local by-laws and building restrictions allow the structure to be moved.
- Required setbacks, lot size needed, utilities available, zoning requirements, elevations needed and permits required are all compatible with this move.
- Contact railroad companies for costs and permits needed to cross their lines.
- Obtain roadway permits and road closures needed for moving the structure.
- Costs for any necessary permits, inspections and compliance with local ordinances
- Contact utility companies for costs and removal/ replacement of power lines and poles
- Availability of a suitable replacement site in the form of a signed and accepted purchase agreement, deed, or tax records
- County Health Department approval letter
• Statements (moving, foundation, septic/well) to verify the structure is feasible to move, that the contractors will be available for work during the specified time frame, that the moving permits can be obtained and zoning is appropriate.
• Bids from moving contractor(s) or building contractor(s) for the cost to prep the replacement site, move the building/structure, construct a foundation, and install electric or other utilities and/or well and septic that existed in the previous location.

The Acquisitions Section may consult with Property Management and the Project Manager regarding whether there is sufficient lead time for the owner to remove the improvement. In considering lead time, generally 180 days are allowed for removal of improvements for major retentions. Property Management, the Project Manager and the Acquisitions Section must also consider the time to process the payment as removal of improvement is not expected to begin for at least 30 days after payment. This information will help determine the date by which the owner must complete the obligations to satisfy the agreement.

A surety performance bond (see Surety Performance Bond, page 528) in the form of a certified check or cashier’s check (payable to "The Indiana Department of Transportation") for the amount specified in the Major Retention Agreement (see Online Forms) form will be required. If the owner is unable to obtain a surety performance bond, the Acquisitions Section Manager may allow the requested bond amount to be held out of the acquisition payment until all items in the Major Retention Agreement are completed. A separate voucher would be prepared by the Right of Way Agent assigned to buying in lieu of requiring the bond.

If the Acquisition Section approves the retention and the owner agrees by signing the Major Retention Agreement, the Right of Way Agent assigned to buying will forward a copy of the completed and signed Agreement to Property Management, update LRS and place a note in the remarks section. Property Management will be notified when all terms noted in the Major Retention Agreement have been satisfied. At this point, any remaining funds due to the owner can be released.

**COST TO CURE IMPROVEMENTS**

A cost to cure improvement is one whose owner has been paid to remove or relocate it as a portion of the good faith offer. Large lawn ornaments, fencing and signs are examples of cost to cure improvements. Cost to cure means the owner is paid to cure the problem created by the project. This is not to be confused with improvements paid as cost to cure to replace an improvement. When an owner is paid cost to cure to replace, the improvement belongs to INDOT.
At the buying stage of acquiring the land, the owner signs a firm offer letter which contains the following paragraph:

Any improvements or items within the State’s proposed Right of Way which you are responsible for moving must be removed within 30 days of the date you are paid. At the end of that 30-day period, any items remaining on State Right of Way become encroachments. Pursuant to Indiana law, the Department has the right to remove any encroachment from its Right of Way after giving the owner proper notice. If you have any questions concerning the removal of items, contact the Property Management Section ….

CLEARING COST TO CURE ITEMS FROM THE RIGHT OF WAY

1. Property Management identifies a cost to cure when the secured parcel arrives for payment. At that time, the item(s), date, and location are posted in LRS.

2. Property Management sends a 30-Day Notice, (see Appendix), by mail to the owner with the parcel payment. Copies are made of pictures and descriptions of cost to cure items, as well as plan sheets and sent to the District to monitor the cost to cure items and the expiration of the 30-Day Notice.

IMPROVEMENTS RETAINED BY INDOT OR OTHER STATE AGENCIES

When INDOT acquires the fixtures or improvements, the District may identify items that might be of use. If a District determines that there is a need for any of the items purchased by INDOT, a memorandum of request is prepared and signed by the District Director and forwarded to the Real Estate Division Property Management Unit. The memorandum lists the specific items requested and explains where the items will be used; pictures of the requested item(s) must be attached to the request form. Internal Affairs Division has advised that items removed by the District not be put in storage for future use. Removal of the item(s) occurs only after the Real Estate Division Director and the District Real Estate Manager (DREM) sign the approval. When the request has been approved, the District makes arrangements for the removal of the item(s). The District Real Estate Manager will, as a part of assessments, verify compliance.

Property Management may notify other State agencies of fixtures or improvements not wanted by INDOT. Whenever any of the State’s agencies desire to obtain any of these items purchased by INDOT, a letter of request from the head of the requesting agency to INDOT’s Commissioner through Real Estate Division Property Management is required. If the Commissioner approves, Property Management contacts the requesting agency and makes arrangements for its staff to remove the item(s).
CERTIFYING THE RIGHT OF WAY CLEAR

INDOT PROCEDURE

Property Management is responsible for certifying that Right of Way is clear for construction projects. For Right of Way to be certified clear, all occupants, “cost-to-cure” improvements and personal property must be removed from the acquired Right of Way. Certification letters are due to the Contracts Section not later than 10 days prior to the plans, specifications, and estimates (P S & E) due date to FHWA; this is approximately thirteen weeks before the bid letting date.

Prior to preparing a certification letter, Property Management checks the LRS to determine if all parcels on a project are clear for letting. If all parcels are clear, Property Management sends the certification letter. (See Appendix, Certification Clear). Certification letters are signed by the Real Estate Division Property Management Supervisor.

LPA PROCEDURE

The Local Public Agency (LPA) is responsible for verifying that the Right of Way is clear for construction projects according to the same criteria as a State project. The LPA will produce a Certification Letter to be submitted to the LPA Review Section at INDOT Central Office. Upon receipt of the LPA Certification Letter, the LPA Review Section will verify that all acquisition and relocation activities were deemed compliant before certifying that the Right of Way is clear.

CERTIFICATIONS WITH EXCEPTIONS

Certifications with exceptions should be compliant with Federal Regulations (23 CFR part 635.309). Certifying a project with exceptions should be kept to a minimum, only utilized when requested by the Project Manager, not by the Real Estate Division, and should only be prepared and submitted when it is in the best interest of the public. In rare instances, when all parcels have not been acquired, an exception may be requested. Please note that Local Public Agency projects are not eligible to certify with exceptions.

23 CFR 635.309 (c)

A statement is received from the State certifying that all individuals and families have been relocated to decent, safe and sanitary housing or the State has made available to relocatees adequate replacement housing in accordance with the provisions of the current Federal Highway Administration (FHWA) directive(s) covering the administration of the Highway Relocation Assistance Program and that one of the following has application:

1. All needed Right of Way acquired, all occupants have moved;
2. Not all needed Right of Way acquired, proof of payment to all property owners has been demonstrated and/or all recorded rights of entry have been obtained on all other remaining parcels while awaiting ancillary documentation as part of proof of payment, together with the relocation of all occupants. Any parcels with the aforementioned rights of entry and/or encroachments to be removed will have been clearly defined within the contract information book (CIB), and the current status will be conveyed to the contractor prior to issuance of the notice to proceed (NTP).

3. Acquisition of Right of Way is not complete, and occupants are still on the project. Level 3 Certifications are not routinely approved for use on federal aid contracts, they are exceptions granted only when it can be demonstrated to be in the public interest. This public interest demonstrates requires a full explanation, notices in the bid proposals, and special assurances about protection of the occupant against inconvenience, injury or any action coercive in nature. Letting a project without clear Right of Way with Level 3 certification is undesirable due to the potential to add costs and time thru claims and change orders while the project is in construction.

All Right of Way certifications must advise that Right of Way has been acquired in accord with FHWA directives. When relocations are involved, the certification also advises that relocation assistance and payment rules were followed in accordance with 49 CFR Part 24.

A certification letter with exceptions can be sent when a Project Manager requests it. If all parcels are not clear, Property Management checks with the Acquisitions Manager and/or Project Manager to estimate when the unclear parcels will be secured, paid, and clear. The Buying Manager and/or Project Manager confers with the Designers and/or Design Consultants to determine if the contractor can start work without the exception parcel(s) and whether or not work can progress until the parcels are secured and clear. If the start of construction is possible with the exceptions, a certification letter listing the exceptions is sent. (See Appendix, Certification with Exceptions) Updated certifications are issued by Property Management as required or when all of the Right of Way is finally clear.

The date of certification and certification with exception, if necessary, is entered in the LRS. Original certification letters are to be sent to the Contracts Division.

Before a project is certified clear, Property Management compares the Billboard Inventory with the LRS parcel listing to insure all billboards in the existing or new Right of Way have been addressed.

**BILLBOARD INVENTORY**

Surveyors of new Right of Way are required to locate and identify all billboards located in the existing or proposed Right of Way. The surveyors provide this billboard inventory to the Real Estate Division.
The Review Appraiser compares this inventory with what is discovered at the Appraising site inspection. The Review Appraiser determines the ownership of the billboard and verifies the location of the billboard. The Review Appraiser adds this information to the inventory. The Review Appraiser’s entry identifies who is responsible for removing the billboard. If a supplemental parcel is needed, the Review Appraiser creates the parcel in LRS or requests that the Engineering Section create the parcel in LRS. The Review Appraiser notifies the Real Estate Division Property Management Section of any encroaching billboards. Property Management notifies the appropriate District of all encroachments.

The Permit Manager must be notified of any actions taken on billboards. Please provide the permit number, location of the billboard, and actions taken.
ACQUISITIONS WITH BUILDINGS

The LRS (Land Records System), updated daily, and the Project and Parcel Status Report, updated monthly, identify parcels with buildings included in the acquisition.

1. In the event an occupied building is within the Right of Way to be acquired, a notation will be put into LRS (for LPA projects, use of the Daily Notice is permitted – see Online Forms) Upon receipt of this preliminary information the Property Management Parcel Maintenance fields in LRS are completed.

2. A secured parcel file is reviewed to determine if a building within the acquired Right of Way has been retained by the owner. If an owner has chosen to retain and move the building, the building is identified as a cost to cure item in the Parcel Maintenance screen in LRS. The building must be removed within the time allowed in the retention contract as determined by the Project Manager and the District to meet the project schedule.

3. At the time payment is made to the owner, a 30 day notice to vacate the property is delivered to the owner and occupant(s) of the building as explained in Clearing the Right of Way starting on page 477. The date of the expiration of the 30 days is entered in LRS. Renters will not be issued a 30 day notice before the owner.

4. Property Management must coordinate with Relocation on vacate notices. Even though a 30 day notice may have expired, occupants cannot be required to vacate until the Relocation 90 Day Notice has expired.

5. On or before the expiration date of the 30 day notice, the District contacts the property owner, tenant(s) and/or Relocation to find out if they have moved. An extension of time to vacate or a lease may be discussed with the owner or tenant if there is enough time prior to the construction contract letting. Again, Property Management must coordinate with the Project Manager, District and Relocation to see if there are special issues involved with having the occupants vacate.

EVICTON

If an owner occupant or tenant fails to vacate after 30 days and an extension cannot be allowed, eviction may be the only recourse for taking possession.

1. Secured Parcels.
   a. If the occupants have not vacated within the 30 days, the District contacts Property Management to have a 10 Day Letter prepared and signed by a Deputy Attorney General (DAG). After the letter is signed the DAG will send it by certified mail and
copy Property Management of the expiration date and notify the District. The expiration date of the 10 day notice is entered in LRS.

b. If the occupants have not vacated within the 10 days, Property Management will ask the DAG (Deputy Attorney General’s office) to proceed with eviction. Property Management will send a documentation packet containing copies of all letters sent to the occupants, delivery confirmation information, the Acceptance of Offer, recorded warranty deed and state warrant cashed by the owner. Property Management will also provide the letting date of the project.

c. The DAG will file for the eviction action and notify Property Management and notify the District of expiration date.

2. Condemned Parcels.
   a. Copy of the 30 day notice should already have been sent to the DAG.
   b. If the occupant does not vacate within thirty days, Property Management will notify the DAG. The DAG will prepare and send a 10 day notice letter with a copy to Property Management. The expiration day of the 10 day notice will be entered in LRS.

3. If the occupant does not vacate within 10 days, Property Management will notify the Deputy Attorney General’s office and send a documentation packet containing copies of all letters sent to the property owner or legal representative and delivery confirmation information. Property Management will also provide the letting date of the project. Property Management will notify the District of expiration of the vacate notice.

4. The DAG will file for the eviction action.

**PROPERTY INSPECTION**

After an owner or occupant has been paid, 30-day notice expired to vacate the property, and INDOT takes possession, the Right of Way Agent assigned to Relocation contacts the District 48 hours prior to the inspection date. The responsibility to inspect the property is with the Relocation Agent and to secure the property is with the Districts. The property must be inspected and secured to prevent intrusion. Relocation must inspect and verify that moves have occurred in accordance with entitlements. It is most likely that Relocation will turn keys over to the District to be able to secure buildings. Thereafter, the Districts will monitor the property and prepare the property for demolition or add it to the prime contract.
DISTRICT RESPONSIBILITIES

(See Statutory References starting on page 531 for more detail.)

1. Monitoring Cost to Cure items in Right of way
2. Inspections with Relocation agents of structures acquired
3. Securing, baiting and posting acquired structures
4. Ordering Utility Disconnect notices
5. Ordering Asbestos Inspections
6. Posting Right of Way clear, structure to prime, or clear demolition in LRS
7. Monitoring removal of retained major retentions
8. Holding public auctions when needed
9. Trash and Weed Control
10. Police and Fire Department training agreements
11. Removal of unauthorized encroachments
RENTALS LEASES & USE AGREEMENTS

Depending on projected contract letting dates, it may be economically feasible to rent improvements prior to their removal or sale. The decision to lease improvements is made during buying or relocation activities with the approvals of the Districts, Project Managers and Real Estate Division Director. In any event the decision to lease to the owner or tenant is made as early in the acquisition process as possible.

LEASING PROCESS

Property Management administers the leasing of state property that has been acquired for Right of Way. Factors that affect the decision to lease state property include:

1. Approval from District and Project Manager to lease back.
2. The delay of the occupant in vacating the premises beyond thirty (30) days after payment is made to the owner.
3. Adequate lead-time prior to project construction.
4. Financial return that could be realized through renting or leasing of property.

If it is determined that it is economically feasible to lease improvements prior to their removal or sale, the following procedures apply:

1. Contact the requester to determine what they want to lease and length of stay.
2. Identify the code number and parcel and check SPMS for adequate time to lease back prior to the Ready for Contract (RFC) date.
3. Contact Project Manager to discuss time frame and feasibility.
4. Request Records file for information concerning parcel.
5. Review appraisal for amount paid for the subject property.
6. Establish the monthly payment amount. To do so, identify the amount that was paid for the property in the appraisal and use an online mortgage amortization calculator. Enter purchase price, going rate (current) and choose a calculation for the next 360 months to get a principal and interest amount. This amount will become the lease amount due each month. (See Example)

<table>
<thead>
<tr>
<th>State purchased property for</th>
<th>$450,000.00</th>
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</thead>
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<tr>
<td>Lessee to lease total acquisition</td>
<td>$450,000.00</td>
</tr>
<tr>
<td>Current interest rate</td>
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</tr>
<tr>
<td>Over the term of 360 months equals</td>
<td>($2,555.05)</td>
</tr>
</tbody>
</table>

7. All leases to begin 30 days after payment.

**PREPARING THE LEASE AGREEMENT**

1. Property Management prepares a lease agreement and one copy. Property Management will have the lessee sign the lease and a Non-Collusion Affidavit. *(See Appendix).* Leases on current projects (short term leases) are signed by the Lessee, the Real Estate Division Manager, the Commissioner of Department of Administration, and the Budget Agency and approved by the Deputy Attorney General. After all signatures have been affixed, one copy is retained by Property Management and a fully executed copy is sent to the lessee. A copy is also sent to the District in which the property is located and to Records Section to be placed in the parcel file.

2. Property Management monitors rental collections through the period of the lease.

3. Property Management monitors the maintenance of the property and ascertains that the tenant is complying with the terms of the lease.

   Property Management with District cooperation ensures that the improvements are vacated in sufficient time for their removal in accordance with the established Right of Way clear date.

4. All monies accrued by the INDOT from the rental property are receipted only by the Agent Cashier, Accounting Division, Room N725, State Office Building.

   a. Payment for rent is made payable to the Indiana Department of Transportation. Cash sent by mail is discouraged. The tenant is instructed to make all payments in person or by mailing directly to:

   The Indiana Department of Transportation
   Real Estate Division
   IGCN, Rm. N642
   Indianapolis, Indiana 46204,
   ATTN: Property Management
b. The Accounting Division sets up a receivable account for the new lease, and sends a receipt to the lessee for each payment received. A copy of the receipt is provided to Property Management.

c. Property Management maintains a record of payments made by each tenant.

d. Rental accounts are considered past due on the 10th day following the due date. Property Management then initiates a past due notice to the lessee. One copy of the past due notice is retained in Property Management.

5. In some cases, a security deposit may be collected from the tenant. It is deposited with the agent cashier and designated as a security deposit instead of income.

6. Property Management posts all pertinent information concerning the lease in the LRS.

INSURANCE FURNISHED BY LESSEE

On residential leases, the lessee is required to furnish a policy of public liability insurance in the amount of $100,000.00 against the claim of one person and $300,000.00 against the claim of two or more persons.

When leasing to a commercial business, new or holdover, the lessee is required to furnish a policy of public liability insurance in the amount of $300,000.00 against the claim of one person and $2,000,000.00 against the claim of two or more persons in one incident.

TERMINATION/EVICTION

Property Management sends out all Termination Notices to tenants. (See Appendix, Termination Notice – Tenant) When a lease is terminated, a notice of termination is also sent to the Accounting Division. One copy of the notice is retained by Property Management. A copy is sent to Relocation if the lessee is a holdover occupant.

1. The tenancy of the lessee under the rental agreement may be terminated at any time by either party by giving the other party not less than thirty (30) days prior notice in writing.

2. Termination of the lease by INDOT for cause, failure to pay rent or to keep any covenant of the lease is by letter stating the circumstances. Eviction for cause must conform to applicable state and local law. Any person who has lawfully occupied the real property prior to the State’s acquisition, but who is later evicted for cause on or after the date of the initiation of negotiations, retains the right to the relocation assistance as set forth in federal regulations.
3. Eviction action is initiated by Property Management any time the lessee fails to:
   a. Vacate the premises after 90-Day Notice from the Relocation Section and thirty (30) day written notice from Property Management have expired. (Both notices can expire on the same day.)
   b. Pay rent for a period in excess of thirty (30) days from last payment.
   c. Keep any covenant of the lease.

4. The eviction process described in *Rentals Leases & Use Agreements* starting on page 487 is used to regain possession of the property.

**REFUND OF SECURITY DEPOSIT OF LEASED PROPERTY**

1. A claim voucher for the release of a security deposit is prepared and coded.
2. The lessee signs the claim voucher and a W-9 form.
3. The W-9 and voucher are processed per standard procedures.
4. The refund check is sent directly to the lessee by the Accounting and Control Division.

**LEASE OF AIRSPACE RIGHTS**

**DEFINITION AND PURPOSE**

The term "airspace lease" covers the range of leases for highway air rights. "Air rights" is a legal term used in highway terminology to describe that area above or below the plane of the transportation facility and located within the Right of Way boundaries. The right to use this area by public entities or private parties for interim non-highway uses may be granted in airspace leases, as long as such uses will not interfere with the construction, operation or maintenance of the facility; anticipated future transportation needs; or the safety and security of the facility for both highway and non-highway users. Private or public uses of airspace may occur, but the protection and preservation of the nation's highway capacity is essential.

The common element for successful airspace leasing activities is coordination among the various interested participants. A good highway airspace agreement must reflect legal, planning, environmental, design, construction, maintenance, insurance, safety, and security requirements. Participants involved in evaluating a leasing proposal may include the proposed airspace user, Central Office and District Property Management, Local Public Agencies (LPA), and as appropriate, the FHWA.

The following policies apply to a party leasing the airspace on both non-Interstate and Interstate Highways unless otherwise stated. The policies specifically apply to longitudinal installations of
fiber cable conduit in the Right of Way of full limited access highways (freeways and tollways), to all shared use of INDOT conduit and to all use of Right of Way for communications towers. The Utility Accommodation Policy in the INDOT Utility Manual may apply in certain situations. The following policies do not normally apply to occupancy of the Right of Way by other types of utilities, which are subject to the Utility Accommodations Policy.

**GENERAL POLICIES**

Please refer to 23 CFR Part 710.405 for specific statutes and regulations.

**INDOT Approval of Lease Proposals**

INDOT may approve non-highway airspace leases where it has acquired sufficient legal right, title, and interest in the Right of Way of a highway on a Federal-aid system to grant such usage.

INDOT will grant approval for the lease of airspace only in the form of a written lease agreement and any appropriate permits. **Permits alone are not acceptable forms of approval for lease of airspace.**

Airspace agreements must be approved by the Commissioner or the Commissioner’s designee.

**FHWA Approval of Leases**

FHWA approval is normally required only for airspace leases on the Interstate system, unless the FHWA and State Oversight Agreement provides otherwise.

Security has become a significant issue to be considered when making decisions regarding airspace leasing. All airspace lease requests must have prior approval by Central Office Property Management who may need to confer with other state agencies with security expertise or responsible for the state's critical infrastructure protection, and (when appropriate per the Stewardship Agreement) FHWA staff. In certain instances, due to the design, configuration, and complexity of the airspace facility, it may be appropriate to obtain an independent safety and security analysis to assist in making a determination whether to approve the airspace lease request.

**Lease Restrictions**

Airspace cannot be leased if it is required currently or in the foreseeable future for safe and secure operation and maintenance of the highway facility. If such conflicts exist, the existing airspace would be considered unavailable. The only exception may be for interim uses which are terminated when the airspace is needed for highway purposes.

Under no conditions shall airspace be used for the manufacture or storage of flammable, explosive, or hazardous material or for any occupation which is deemed by INDOT or the
FHWA to be a hazard to highway or non-highway users. This would include the use/storage of gas in the airspace under, above or near the highway facility. This prohibition should not be construed to preclude the transverse or longitudinal installation of such items as petroleum pipelines that have been approved by INDOT and where appropriate, FHWA.

To the extent possible and within the scope of the proposed use of the facility, structures, buildings or facilities which utilize combustible materials (such as wood, wood fiber, etc.) that may be fire hazards should be prohibited.

**Lease Requirements**

The airspace agreement and lease terms should be very specific and limited as to the exact rights and uses granted. Each of the following items must be included in an application:

1. Identification of the party responsible for developing and operating the airspace
2. A general statement of the proposed use
3. The proposed design for the use of the space, including any facilities to be constructed.
4. Maps, plans, or sketches to adequately demonstrate the relationship of the proposed project to the highway facility.
5. Provision for vertical and horizontal access for maintenance purposes.
6. Other general requirements as term of use, insurance requirements, design limitations, safety mandates, accessibility, and maintenance as outlined further in this guidance.
7. Nondiscrimination and standard state contract requirements and language.
8. Term of lease as deemed appropriate on a case-by-case basis.
9. Any rent based upon fair market value of the airspace lease. (see 23 CFR 710.403)
10. Provision to prohibit the transfer, assignment, or conveyance of the airspace rights to another party without prior INDOT approval *with* FHWA concurrence on Interstates.
11. Provision to revoke the agreement in the event that the airspace facility ceases to be used or is abandoned, or becomes necessary for highway purposes.
12. Provision to revoke the agreement if the terms of the lease are breached and such breach is not corrected within a reasonable length of time after written notice of noncompliance has been given. In the event the agreement is revoked, INDOT *may* request the removal of the facility occupying the airspace. The removal shall be accomplished by the responsible party in a manner prescribed by INDOT at no cost to the FHWA. An exception to facility removal is permitted when the improvements...
revert to the State upon termination of the agreement and INDOT chooses to accept them.

13. Provision to allow INDOT and authorized FHWA representatives to enter the airspace facility for the purpose of inspection, maintenance, or reconstruction of the highway facility when necessary. The manner of when and how these inspections are to be made should be specified in the airspace agreement.

14. Provision that the facility to occupy the airspace will be maintained so as to assure that the structures and the area within the highway Right of Way boundaries will protect the highway's safety and appearance, and that such maintenance will cause no unreasonable interference with highway use. This will include a clear description of who is responsible for maintenance under different scenarios, including normal operations, emergencies, etc.

15. Provisions assuring that the airspace user will be responsible for any resulting hazardous waste contamination without liability to INDOT and FHWA.

16. Provisions to assure full understanding that the airspace user will not qualify for relocation benefits under the Uniform Act.

17. Provisions requiring adequate liability insurance for the payment of any damages which may occur during construction and use of the airspace facilities, thus holding INDOT (or the LPA) and FHWA harmless.

Insurance may not be required if the airspace is to be leased by a self-insured public or quasi-public agency. In such cases the requesting agency is assigned the responsibility for payment of any related damages occurring to the highway facility and to the public for personal injury, loss of life, and property damage.

**Fair Market Value and Net Income**

INDOT must determine the fair market value of airspace if Federal funds have been used to acquire the Right of Way. INDOT may receive fair market income from airspace leases, and use it for Title 23 purposes. Credit to Federal funds is not required as long as the Federal pro-rata share of the project income is used for Title 23 eligible projects. (See 23 CFR 710.403 (e) for more details.)

If sufficient available airspace exists within the publicly acquired rights-of-way of an Interstate highway, FHWA may authorize INDOT to lease such airspace without charge to a publicly owned mass transit authority, or to another public agency for non-proprietary use for social, environmental or economic mitigation purposes.
Design Requirements

Proposed uses of real property shall conform to the current design standards of INDOT, the Federal Highway Administration, and the AASHTO Roadside Design Guide for the functional classification of the highway facility in which the property is located. Organizations are encouraged to study and familiarize themselves with the current INDOT Design Manual.

An adequately detailed three-dimensional presentation must be prepared of the space to be used and the facility to be constructed. Maps and plans may not be required if the available airspace is to be used for leisure activities (such as walking or biking), beautification, parking of motor vehicles, public mass transit facilities, and similar uses. In such cases, an acceptable metes and bounds description of the surface area, and appropriate plans or cross sections clearly defining the vertical use limits may be furnished in lieu of a three-dimensional description, at INDOT’s discretion.

Any significant revision in the design or construction of a proposed facility shall require prior approval by INDOT. When the revision impacts an Interstate highway facility, INDOT will obtain concurrence from the FHWA.

For more specific usage, design and safety criteria and requirements, including compliance with other agencies and regulations, please refer to


Airspace Use Inventory and Maintenance

INDOT and LPAs must maintain an inventory of all authorized uses of airspace. This inventory should include at least the following items for each authorized use of airspace:

1. Location by project, survey station, or other appropriate method.

2. Identification of the authorized user of the airspace.

3. A three-dimensional description or a metes and bounds description.

4. As-built construction plans of the highway facility at the location where the use of airspace was authorized.

5. Pertinent construction plans of the facility authorized to occupy the airspace.

6. A copy of the executed airspace agreement.

Additionally, INDOT/LPAs should periodically inspect airspace facilities to ensure that the safety and security requirements specified in the lease are being properly maintained.
SPECIFIC PROJECT POLICIES

Utility Rights of Way

INDOT’s Utility Accommodations Policy currently states:

*Longitudinal installations on a highway with full access control are not permitted. Exceptions may be allowed in accordance with Section 10-3.01(05) and the following conditions:*

a. Individual service connections may not be permitted;
b. The utility must not be installed or serviced by direct access from the limited access roadway or connecting ramps;
c. The utility must not interfere with or impair the safety, design, construction, operation, maintenance, stability, or future expansion of the highway.

For certain requests to place facilities on highway Right of Way care needs to be exercised to determine whether the facility involved is a "utility" or a "private line." This distinction is important because it may impact INDOT’s ability to control rights of way and obtain cash or services in return. If the applicant is a utility, income may not be required, or otherwise not be restricted to Title 23 purposes. Furthermore, FHWA has different mechanisms for handling its review and approval actions based on whether the facility is classified as a “utility” or a “private line.”

When determining whether a facility is a "utility" or a "private line," several factors may come into play. The most important consideration is how INDOT views a particular facility under its own State laws and/or regulations. A secondary, but nonetheless important consideration is the definition of a "utility facility:"

**23 CFR 645.207**

*Utility Facility - Privately, publicly or cooperatively owned line, facility, or system for producing, transmitting, or distributing communications, cable television, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, or any other similar commodity, including any fire or police signal system or street lighting system, which directly or indirectly serves the public. The term utility shall also mean the utility company inclusive of any substantially owned or controlled subsidiary. For the purposes of this part, the term includes those utility-type facilities which are owned or leased by a government agency for its own use, or otherwise dedicated solely to governmental use. The term utility includes those facilities used solely by the utility which are a part of its operating plant.*
The increased demands for accommodating expensive new technologies such as ITS (Intelligent Transportation Systems) are causing many states and local governments to re-evaluate past policies and seek to gain benefits from their billions in land assets by making their rights of way available for these uses. The American Association of State Highway and Transportation Officials (AASHTO) has acknowledged a distinction between buried fiber optic cables and other types of utilities and deems it permissible to permit the longitudinal use of freeway Right of Way for fiber optics under appropriate guidelines. With this in mind, INDOT will allow the longitudinal installation of fiber optic cables and shared INDOT conduit on the Right of Way because the maintenance logistics can comply with the exceptions noted in INDOT’s Utility Accommodations Policy where other utility types cannot.

**Communications Towers**

In addition to the requirements noted in FHWA’s airspace guidelines, the following requirements also apply to non-INDOT communications towers erected in the Right of Way of INDOT highways. A “Communications Tower” is any structure for the use of wireless communications.

**Location**

All proposed locations for Communications Towers must meet the following requirements:

1. Facilities must be located as far from the roadway as possible. The location must provide adequate sight distance for safe ingress and egress from the tower site.

2. The tower must be located outside the highway clear zone unless protected in accordance with the INDOT Design Manual. Desirable distance is 85 feet from the edge of through traffic lanes.

3. There must be adequate space beyond the clear zone for parking, construction, maintenance and security of the Communications Tower.

**Site Selection**

Listed below, in descending order of preference, are the site locations that INDOT will consider for towers located in the Right of Way in accordance with the INDOT Design Manual:

1. Interstate/Freeway/Full Limited Access Control.
   a. Vehicle access to the Communications Tower site can be obtained from outside the limited access control roadway. This would include access from frontage or local roads, ramps to rest areas, weigh stations, etc. Where fencing exists, gates need to be placed at appropriate locations to provide controlled access to the towers. Gates must be sized to accommodate the type of maintenance traffic and equipment that will access the tower. All gates must be secured with locks, with keys being provided to INDOT and authorized representatives of the communications provider.
b. Within the interchange, vehicle access can be obtained from the right-hand side of the diagonal ramps. Preference is given to on-ramps over off-ramps.

c. Within the interchange, vehicle access can be obtained from the left-hand side of the diagonal ramps. Preference is given to on-ramps over off ramps.

d. Sites within Cloverleaf (loop) ramps should be avoided.

e. Installations within Interstate/full limited access Right of Way that do not meet the criteria described above can only be approved through joint INDOT/FHWA concurrence.

2. Partial Limited Access Control/Non-Limited Access Control

   Sites for Communication Towers that are not in the Right of Way of full limited access control highways may be approved upon a case-by-case basis.

Multiple Providers

Multiple communication providers are encouraged to locate on a single Communications Tower, subject to safety and structural capacities. However, responsibility for maintaining the Communications Tower and all attachments will rest with the one provider that holds the permit and agreement to construct and maintain the tower.

Highway Alignment Change

Construction of any structure above or below a highway facility shall not require any temporary or permanent change in alignment or profile of an existing highway without prior approval by INDOT and the FHWA as required. INDOT or the FHWA may approve a proposed airspace facility that alters but improves existing highway operation and maintenance, but such changes will be provided without cost to Federal funds.

Exceptions to the cost requirement may be made if the lease improvements of a proposed facility or other interim uses are for public or quasi-public purposes and would assist in integrating the highway into the local environment and enhance other publicly supported programs. This provision is not intended to expand existing limitations upon expenditures from the highway trust fund.

VEGETATION FOR ENERGY PRODUCTION LEASES

IC 8-23-24-5 encourages the use of highway Right of Way owned by the State to promote the growth and harvesting of vegetation to be used as fuels and other energy products. “Highway rights-of-way” refer to highway rights-of-way for which responsibility is assigned to the department. “Vegetation” refers to grasses or other plants that are suitable for processing into fuels or other energy products. The term does not include grasses or other plants that may be
used to feed livestock. To the extent permitted by federal law, the department shall make the use of highway rights-of-way as provided in this chapter a priority over all other uses.

To the extent permitted by federal law and when consistent with public safety, the department may enter into leases with appropriate persons for the persons to plant, maintain, and harvest vegetation on the highway rights-of-way for use in production of energy. A lease under this chapter must provide for the planting, maintaining, and harvesting of the vegetation at the lessee's cost; the lessee becomes the owner of the vegetation when harvested; the harvested vegetation must be used for the production of fuels or other energy products and the lease must include limitations on the height of any vegetation that is grown.

A lease under this chapter may provide any term of the lease that the department considers best to implement the intent of this chapter, but not for more than four (4) years for the lease of parcels of sizes that the department considers best to implement the intent of this chapter and for any other provisions that it considers useful to implement the intent of this chapter.

The department shall also award a lease under this chapter to the responsible bidder who submits the highest bid for the particular lease.

LEASING PROCESSES

ENERGY PRODUCTION, AIR SPACE AND JOINT USE LEASES

1. District will provide Property Management with the following:
   a. District Deputy Commissioner’s Approval Letter approving the lease.
   b. Copy of the requestor’s letter to lease said area with detailed intent.
   c. Plan sheets highlighting and identifying the parcel(s) requested.
   d. Copy of the Deed(s) for the parcel(s) requested.
   e. Review and supply a survey and plat of the requested property.
   f. Completed Non-Collusion Affidavit from requestor.

2. Central Office Property Management will:
   a. Request an appraisal.
   b. Prepare Lease and send to DAG for review and signature.
   c. Prepare a Commissioner’s Order with all justification documents to approve the lease and the lease amount for approval and signature.
   d. Forward all justification documents to Federal Highway for FHWA APPROVAL along interstates only; non-interstate roadways do not require FHWA approval.
e. Send lease to requestor once all approvals have been received for signature. Lessee will return signed lease, along with lease monies, back to Central Office Property Management for deposit with Agent Cashier.

f. Prepare receipt letter and send to Agent Cashier for deposit.

g. Forward a copy of lease agreement to the respective District Real Estate Manager and place original lease in the Central Office file.

h. Post necessary lease data on the R/W Vegetation Lease spreadsheet and/or the LRS for tracking.

OIL & GAS UNIT AGREEMENTS ON INDOT RIGHT OF WAY

1. A petition letter and unit agreement is received by DNR from the oil company.

2. DNR presents it to its commission. If the petition letter is approved by the DNR Board of Commissioners, the unit agreement is sent to INDOT.

3. INDOT reviews the agreement.
   a. To verify that the land in question is in the Right of Way.
   b. To make sure the agreement excludes INDOT Right of Way from drilling and/or infection.
   c. To make sure no access, storage of equipment or use of land surface is allowed in the agreement.

4. An approval letter is signed by the INDOT Commissioner and the unit agreement and signed approval letter are returned to DNR for completion.

** LPA procedures will vary. Please consult the District Real Estate Manager for guidance. **

UNDERGROUND FIBER OPTIC LINES

** FREEWAYS & TOLLWAYS **

Historically, INDOT has rarely approved longitudinal installation of any utility lines in the Right of Way of freeways, including Interstates. Such installations are not approved because of the unique characteristics of such highways, including the high number of vehicles, the speed of those vehicles, and the potential safety hazards posed by the need to perform maintenance, especially in the event of an unplanned outage or damage to the line. However, the nature of fiber optic technology raises different issues and a much lower risk to the driving public because of the very different consequences of damage to a fiber optic cable as compared to the consequences of damage to a line carrying electrical power, liquids or gas. The former generally
does not pose a hazard to the public when it is damaged, can usually be repaired at a handhole or junction rather than at the exact location of the damage, and typically does not require extensive equipment to repair.

INDOT will consider approving new longitudinal installations of conduit used for carrying underground fiber optic cables in the Right of Way of freeways and tollways, including Interstates. Such installations must meet the requirements of this section and those of other relevant sections of this policy, the INDOT Real Estate Division Manual, the Utility Accommodations Policy and other applicable policies.

The organization installing the conduit must provide an agreed-upon number of dark fibers in the conduit to INDOT and must agree that INDOT owns the handholes at each end of the conduit and that INDOT shall have access to other handholes as needed for its own purposes. In addition, the organization shall compensate INDOT for the use of the Right of Way.

A longitudinal installation will not be permitted if INDOT determines that it may pose a safety risk, create congestion, or otherwise not be in the public interest or in the interest of INDOT. A close proximity in time to construction work on the same route may be cause for denying approval.
EXCESS LAND/EXCESS RIGHT OF WAY

This chapter deals with the disposition of State owned property rights in excess land, excess rights of way and easements that are no longer required for highway use.

EXCESS LAND INVENTORY

The excess land inventory is maintained through the Land Records System (LRS). Each District monitors and maintains their respective inventories. Excess land may be held by the State in fee, by Right of Way grant (easement), or by gift. The inventory also includes Right of Way that has been declared and sold as excess, and land purchased for wetland mitigation or other mandated mitigation.

Central Office Property Management, (Central Office Property Management), reviews secured parcels to identify acquired excess and mitigation land. Excess land and land purchased for mitigation purposes are identified in the “Right of Way Agent’s Status Report” and in the appraisal with the cost value and the area acquired. Excess land is also created when a District declares Right of Way excess. Excess previously unidentified may also be discovered by research by other persons. All identified and discovered excess and mitigation land is entered in the LRS excess land inventory.

The information entered into the inventory comes from the acquired parcel file. Much of the basic information relevant to the excess purchase is entered in LRS when the parcel is created. This information includes the owner’s name, address, county, route, project number, code number, parcel number, plan sheet information, areas to be acquired and nature of title. When the parcel has been acquired, Central Office Property Management verifies, corrects and enters this information from the acquired parcel file. At this time, Central Office Property Management also enters the cost of the excess, whether or not the excess is marketable or wetland-suitable and assigns an asset number. Upon disposal of any part of any area of excess land Central Office Property Management enters the sale price, the date of sale, the name of buyer, the area sold, any federal participation and any federal refund.

EXCESS LAND

Excess land is land located outside the Right of Way limits on approved plans. Excess land is acquired with State funding only. By agreement, FHWA does not participate in acquiring property outside of the Right of Way limits. Land purchased as uneconomic remnants are excess land. Excess land is almost always purchased in fee simple.
EXCESS RIGHT OF WAY

Excess Right of Way is land located within the limits of a highway Right of Way but no longer needed as operating Right of Way. INDOT may own this land in fee simple or by easement (Right of Way grant). Requests to declare Right of Way excess begin with investigation by the District.

Upon receipt of a request to purchase Right of Way, the District reviews the original design plans to determine whether revisions to the design features have eliminated the original need for the Right of Way. If no change in design features has taken place or if the Right of Way may be needed now or any time in the near future, the area of Right of Way is not considered excess and will not be sold.

If the design features have changed, eliminating the original need for the requested area of Right of Way, the District office responds to a request to purchase with a letter of instruction to the requestor. The requestor is required to provide documented proof of current title to the subject property and/or the abutting property in the form of a deed(s) and copy of the Auditor’s plat. The requestor must provide a signed and notarized affidavit, stating that he/she is the owner or successor in title to the property from which the Right of Way was originally cut and that he/she is legally authorized to purchase the excess Right of Way under IC 8-23-7-14.

Upon determining the requestor to be an eligible purchaser, the District views the proposed site with the owner to reach a common understanding of the area requested, to verify that no area beyond the requestor’s extended property lines is being requested to be sold and to determine its preliminary suitability for sale. The District issues a preliminary finding of suitability and requests that the District Right of Way Engineering Section have the site surveyed.

The District, with the assistance of Central Office Property Management (Central Office Property Management), researches INDOT’s title while the site is being surveyed. If the excess Right of Way request is not abutting a state road, the District verifies whether the “S” line of the Right of Way has been relinquished and whether INDOT retained any ownership. After the survey the District office inspects the staking of the requested area with the requestor to determine that it is excess Right of Way and submits a declaration of excess Right of Way letter to Central Office Property Management.

Right of way declared excess is assigned a code and parcel number by Central Office Property Management and is entered into the LRS as excess land. The disposal of Right of Way declared excess is the same as for the disposal of excess land except that required steps already accomplished are not repeated.

All Right of Way that abuts an Interstate or is on the National Highway System (NHS) and is declared excess by the District must be approved by FHWA before disposal; FHWA does not require a review and subsequent approval of non-interstate Right of Way for disposal of non-NHS. For sales of non-NHS Right of Way the FHWA requires a Notification Letter along with a
receipt of sale immediately after the sale is complete (See Appendix, Surplus Property Sale Deposit and FHWA Notification of Sale).

Approvals, if any, will be those required by State laws, regulations, policies, and procedures. However, this does not relieve INDOT from responsibility for these areas, nor from compliance with non-Title 23 Federal requirements that remain applicable. FHWA approval on NHS is more restricted in the Stewardship Agreement.
### Stewardship and Oversight

<table>
<thead>
<tr>
<th>Activity</th>
<th>Authority</th>
<th>Frequency</th>
<th>Due Date</th>
<th>FHWA HQ</th>
<th>FHWA Division Program Manager</th>
<th>State DOT Responsible Program Office</th>
<th>Remarks</th>
</tr>
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<tbody>
<tr>
<td>Review Safety Belt Compliance Status: NHTSA and FHWA annual review of State law compliance</td>
<td>23 USC 153, 23 CFR 1215.6</td>
<td>Annually</td>
<td>Oct 1</td>
<td>Office of Safety</td>
<td>Safety</td>
<td>Office of Traffic Safety reporting to Deputy Commissioner for Engineering and Asset Management</td>
<td>NHTSA</td>
</tr>
<tr>
<td>High Risk Roads (HRRR) Special Rule: If conditions warrant, State shall obligate in next federal FY additional funds as prescribed</td>
<td>23 USC 148 (g) (1)</td>
<td>Annually</td>
<td>Oct 1</td>
<td>Office of Safety</td>
<td>Safety</td>
<td>Office of Traffic Safety reporting to Deputy Commissioner for Engineering and Asset Management</td>
<td>After the final FARS and HPMS data are available, FHWA HQ will inform the States if the HRRR Special Rule applies for the following FY.</td>
</tr>
<tr>
<td>Older Drivers and Pedestrians Special Rule: If conditions warrant, State shall include in subsequent Strategic Highway Safety Plan strategies to address the increases in those rates</td>
<td>23 USC 148 (g)(2)</td>
<td>Annually</td>
<td>Aug 31</td>
<td>Office of Safety</td>
<td>Safety</td>
<td>Office of Traffic Safety reporting to Deputy Commissioner for Engineering and Asset Management</td>
<td>States should include in their annual HSIP reports (due August 31st) the calculations performed, verifying whether Older Driver Special Rule applies in the State. If with Special Rule applies to a State in a given year, the State must include in its subsequent SHSP strategies to address the increases in the fatality and serious injury rates for drivers and pedestrians</td>
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<tr>
<td>Activity</td>
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<tr>
<td>Appropriations, Allotments, Obligations are given to States either annually or periodically when there is no Transportation Act but instead a Continuing Resolution (CR). Indiana will utilize said appropriations, allotments, and obligations by selecting the most restrictive federal codes that apply to the funding of a project.</td>
<td>31 USC 1341(a)(1)(A)&amp;(B); 31 USC 1517(a); 23 USC 118(b), 23 USC 121</td>
<td>Annually-FFY</td>
<td></td>
<td>Office of Chief Financial Officer</td>
<td>Finance</td>
<td>Project Finance Division, reporting to Chief Financial Officer and Deputy Commissioner</td>
<td>State will monitor appropriations, allotments and obligations to ensure that all funding is used efficiently within each quarter and use all Obligation Authority (OA) by the end of the year.</td>
</tr>
</tbody>
</table>
### DISPOSAL OF EXCESS LAND

The procedures for disposing of excess land and excess Right of Way are in accordance with Indiana Code and will be processed by the District Outreach Team as a priority with a valid request. The District will also effectively manage their excess parcels in accordance with Executive Order 05-06 by marketing their inventories appropriately. Central Office Property Management will assist the District in obtaining as much information as possible about the land of interest.
MONTHLY MEETINGS WITH DISTRICTS

The Central Office Property Management Outreach Team must schedule at least one meeting with each District every month to discuss property inventory and the inventory of excess land. The Central Office Property Management Outreach Team must prepare and send an agenda prior to each meeting with the Districts and prepare a short synopsis to the District real estate personnel and the PM Supervisor regarding the issues covered within 2 days of the District meeting.

An active excess parcel list for each District is available on the Y Drive by the 15th of every month for each District to review. Only parcels that have yet to receive District Approval will be included on the list.

Selected parcels will be sent with the appropriate documentation to the District within 5 days of identification. If parcels are not selected by the District by the end of each month, the Outreach Team will select 10 parcels on behalf of the District.

Documentation sent to Districts includes:

1. Deed
2. Project plans with excess area highlighted
3. District Approval Letter (*See Appendix*)

The Districts must review excess parcel packets (deed, project plans, etc.), provide an aerial of excess (preferably from the county GIS in color), visit the sites, take pictures (if possible), make determinations if parcels can be sold or not, then sign the District Approval Letter.

It is important to determine if the land requested abuts a parcel of land from which it was separated and acquired by INDOT. This usually occurs only when Right of Way has been declared excess. Such excess land must first be offered to the owner of the abutting property from which it was separated. (*IC 8-23-7-14*)

After a complete investigation of the requested land, the District, with the assistance of Central Office Property Management District Outreach Team, acknowledges in writing the receipt of the request and that the disposal process has begun and that the land must first be offered to the owner of the abutting property from which it was separated.

SURVEY / EXCESS LEGAL DESCRIPTION

When necessary, the Central Office Property Management Outreach Team engages an on-call consultant for required services.

1. Surveys are ordered within 4 days of receipt of the District approval
2. Legal Descriptions/surveys completed within **30 days** of engagement

3. Legal/survey sent to District for review within **2 days**

   Send via e-mail with a PDF of the description, plat and approval letter

4. Order & completion date noted in LRS

The District reviews descriptions created by on-call contractors to insure that the disposal would not affect operational maintenance of the Right of Way or future District improvement plans. The disposal must be approved or disapproved by the District Deputy Commissioner.

Upon District approval, the request is to be reviewed and approved by the District Environment, Planning and Engineering Division, Central Office Environmental Services and the Department of Natural Resources. These reviews and approvals are to insure the land is not suitable for wetlands and does not have any archaeological or historical significance.

After District approval, and while awaiting archaeological and historical clearances, the plan sheets, transfer documents of the original taking, and legal descriptions of the requested area are forwarded by the District Real Estate staff to Central Office Property Management for the appraisal to be ordered. Excess land must be sold at or above its fair market value as determined by appraisers of INDOT. (IC 8-23-7-13)

Once the appraisal has been completed, the District, with the assistance of Central Office Property Management, determines whether FHWA approval is also required for the disposal to proceed. If the disposal involves eliminating or creating a limited access Right of Way or if the excess land is the result of declaring Right of Way acquired along an interstate with federal participation as excess, FHWA must approve of the disposal.

Within 2 days of all approvals, the Central Office Property Management District Outreach Team prepares an order for the signature of the INDOT Commissioner or the appointed designee. The order declares the land excess and approves the disposal. The Commissioner or the appointed designee returns the signed order within 7 days of receipt.

The concluding procedures depend on which agency, INDOT or IDOA, has statutory authority.

**DISPOSAL BY INDOT**

**Excess Land, Non Abutting Owner** - Requestor is NOT the abutting property owner from which the excess was separated)

1. District Deputy Commissioner’s Approval letter approving the sale.

2. Copy of the requestor’s letter to acquire the property.

3. Completed W-9 form and Non-Collusion Affidavit from requestor
4. Plan sheets highlighting and identifying the parcel(s) requested.

5. Copy of the Deed for the parcel requested.

6. Review and supply a survey and plat of the requested property. If the requestor supplies the survey and plat, the District for accuracy MUST REVIEW it.

7. Assure that excess area has not changed do to an increase in R/W needs.

8. Archaeological, HAZMAT, & CE from Environmental. Request the DNR Clearance letter certifying the property clear of Environmental issues.


10. Prepare Commissioner’s Order with all justification documents to Designee to approve the sale and the sale amount.

11. Prepare Quitclaim Deed with all justification documents and send to DAG to sign as to “Prepared By”, Legality, and Form.

12. Once signed by DAG, prepare “Contract Summary” for Governor’s Office, attach to Quitclaim deed and send to Governor’s Office for review and signature.

13. Advertise, contact perspective buyers and sell (or auction the property to the highest bidder if appraisal is over $4,000).

14. Collect monies and deposit; prepare the deed and Sales Disclosure Form then Record deed.
   a. Supply check with receipt and a copy of the deed to Property Management (forward copies to Records Section and District Real Estate Section).
   b. Post sale in Excess Land Inventory Database.
   c. Provide to PM for LRS entry- purchaser name, disposition date, sales amount, sell off area (acres or SF), Federal funds used (yes or no; %).

15. Property Management will post sale in LRS and forward Deed copies to Records.

**Excess land acquired by Right of Way grant** is an easement INDOT has for construction, reconstruction and maintenance of a highway. The ownership of the underlying fee title remains with the grantor of the easement or his successor in title. INDOT interests held by Right of Way grant are most always Right of Way as opposed to excess land. (IC 8-23-4-9)

1. When Right of Way acquired by grant is declared excess by the District, the District will prepare an order of abandonment. The abandonment will be signed by the INDOT Commissioner or the appointed designee and mailed by certified mail to the owner of the underlying fee.
2. If consideration was paid to the original owner for the acquisition of Right of Way, INDOT shall process the abandonment to the underlying fee owner for an administrative charge.

**Excess land abutting property from which it was separated** and acquired by INDOT must first be offered to the owner of that abutting property. This requirement is regardless of the appraised fair market value. The District makes the offer by certified mail to the last known address of the owner. If the owner accepts the offer within 30 days, the Outreach Team prepares the closing documents within 5 days of acceptance and sends to legal for review and routing, which should be completed within 45 days. Once all necessary documents are signed and the check is received the fully executed deed is sent to records for recording and the excess land is conveyed to the owner by quitclaim deed upon payment to INDOT for not less than the fair market value of the land as determined by the appraisal. (IC 8-23-7-14) If the owner of the abutting property fails to accept the offer within thirty (30) days, property will be sent to IDOA real estate contractor to utilize. (IC 4-20-.5-7-2 & IC 8-23-7-13) Disposals under IC 8-23-7-14 do not require approval from IDOA.

**Excess land valued at four thousand dollars ($4,000) or less** may be sold by INDOT without advertising or competitive bids for not less than the appraised value of the excess land upon approval of the INDOT Commissioner and the Governor. (IC 8-23-7-16)

1. Provided there is only one interested party, the offer is made to the requestor. The offer is sent to the requestor with a non collusion affidavit by certified mail. The requestor is given thirty (30) days to respond by sending the completed and signed non collusion affidavit and monies to the District which in turn will forward to Central Office Property Management for deposit with the Agent Cashier.

2. The received monies are placed in the safe until a quitclaim deed has been prepared. The prepared quitclaim is sent to the Chief Counsel to sign as the “preparer”, the Office of the Attorney General to sign as to “form and legality” and to the Governor to sign as the grantor.

3. When the signed quitclaim deed has been received from the Governor’s office, the monies are retrieved from the safe and delivered to the Agent Cashier. A memorandum to the Agent Cashier is prepared by Central Office Property Management explaining the monies and how they are to be credited.

4. Four copies are made of the completed quitclaim deed. The original is mailed by certified mail to the requestor. Copies are given to the District Real Estate and Right of Way Manager and Records. A copy is also mailed to Central Office Property Management for file.

**DISPOSAL BY IDOA**

Refer to process steps found in the *Appendix* document, Excess Land, Non Abutting Owner.
If the excess land has an appraised value of more than four thousand dollars (4000.00); or if there is more than one requestor for excess land appraised at four thousand dollars ($4000.00) or less; or the disposal will be to another State agency; or the disposal will be to a political subdivision, the sale is sent to the Indiana Department of Administration (IDOA) for processing. (IC 8-23-7-15) If there is an active INDOT Ready For Proposal (RFP) for disposals then the District will follow the contract with the assistance of Central Office Property Management.

1. The order signed by the INDOT Commissioner, plan sheets, legal description, statement of appraised value, environmental categorical exclusion, DNR approval letter and any other pertinent information are sent to IDOA.

2. IDOA sells the excess land in accordance with IC 4-20.5-7. Under this code the notice of the proposed disposal is forwarded to other State agencies and State educational institutions. IDOA gives priority preference to other State agencies, then State educational institutions, then political subdivisions and then to public sales by competitive bids, sealed bids or auction.

3. Transfers to other State agencies can be initiated by INDOT before sending the proposed disposal to IDOA or transfers can be initiated by other State agencies as a result of them being notified by IDOA of INDOT’s desire to dispose of the land. (IC 4-20.5-7-7)
   a. The chief administrative authority of the receiving State agency signs a resolution finding the property necessary for that agency’s use. The District prepares a “Declaration of Departmental Transfer”.
   b. The declaration is routed to IDOA, the Office of the Attorney General and the Governor for approval and signature.
   c. This process is the same when INDOT acquires land from another State agency.

4. Appraisals are not needed to transfer property to other State agencies or to receive properties from other State agencies.

5. Transfers to political subdivisions can be initiated by INDOT before sending the proposed disposal to IDOA or transfers can be initiated by political subdivisions as a result of them being notified by IDOA of INDOT’s desire to dispose of the land. (4-20.5-7-10)
   a. Transfers to political subdivisions can be made with or without consideration. Except for unusual circumstances INDOT will approve transfers to political subdivisions without consideration only if the land will be for public use. A clause is placed within the quitclaim deed that reverts the transferred land back to the State when it ceases to be used for public purposes.
   b. A non-collusion affidavit and a resolution stating the desire of the political subdivision to have title to the land must be signed by the official(s) authorized to do so.
6. **IDOA sale by competitive bidding or auction** occurs when no State agency, State educational institution or political subdivision has interest in the proposed disposal. (IC 4-20.5-7-11)

   Upon completion of the sale and receipt of monies, IDOA completes the quitclaim deed, notifies the successful bidder and sends INDOT a copy of the quitclaim deed.

7. IDOA transfers the monies to INDOT and sends INDOT a copy of the Journal Voucher (receipt) of monies collected and monies used for advertisements.

**RELINQUISHMENTS**

When a portion of state Right of Way no longer serves a state function but continues to serve a local function, INDOT may declare that portion state surplus and relinquish that portion of Right of Way to a city, county or other political subdivision for maintenance. Relinquishments are negotiated with the political subdivision by the Relinquishment Section of the Program Development Division. Relinquishments usually do not transfer title, but do have a provision to do so upon request. Requests for title transfers require legal descriptions and a quitclaim deed signed by the Attorney General and the Governor.

Credit to FHWA may also be a consideration and is processed as described in *Excess Land & Excess Right of Way* starting on page 501.

**EXCHANGE OF LAND AND PROPERTY RIGHTS**

Land or property rights owned in fee simple by INDOT can be exchanged for land or property rights needed by INDOT. Both the lands being transferred to INDOT and the lands being acquired by INDOT are appraised. Any difference in value is paid or received by INDOT.

(IC 8-23-7-17 and IC 8-23-7-18) Exchanges are either part of a negotiation to acquire new Right of Way by the Buying Section or they are initiated by a District to change ingress and egress in a limited access Right of Way.

When such an exchange involves improvements to be constructed on the land, additional steps must be taken. The parties involved in the exchange shall enter into a contractual agreement stating the terms of the exchange. All appraisals required by such an agreement shall include, as an element of value, any improvements to be constructed on the land. Before any appraisal is made and a value assigned to any prospective improvements, a construction contract, performance bond, plans and specifications are attached to and made a part of the exchange agreement. An exchange deed shall not be executed and delivered nor shall any difference in value be paid or received by the Department, until the improvements have been constructed. (IC 8-23-7-20 through IC 8-23-7-21)
ESTABLISHING A NEW OR CHANGING THE LOCATION OF A BREAK IN LIMITED ACCESS RIGHT OF WAY

TWO PART PROCESS

Establishing a new or changing the location of an existing Limited Access Right of Way (L.A. R/W) break is a two part process, which can only be approved by the INDOT Commissioner or the Commissioner’s designee. Part one of the process is for the Requestor of the L.A. R/W break to apply for a permit through the applicable INDOT District Permitting Section.

Once the application requirements are met, the district permitting office notifies Central Office Real Estate Property Management through INDOT’s Electronic Permitting System (EPS), and the second part of the process begins. Central Office Real Estate will work with the Requestor to process the Real Estate portion of the requested L.A R/W break. The two processes may occur concurrently at the District and Central Office.

REQUESTOR’S CHECKLIST

The requestor is required to supply all of the following items to Central Office Real Estate Property Management for the L.A. R/W break request.

☐ Request letter (which includes written explanation and justification for the new or relocated break, complete contact information and request details).
☐ Deed proving the requestor’s ownership of the parcel(s) abutting the requested break.
☐ Survey and plat of the parcel abutting the requested break.
☐ Completed Real Estate W-9 Form (provided by INDOT Central Office Real Estate).

CENTRAL OFFICE REAL ESTATE PROPERTY MANAGEMENT RESPONSIBILITIES

The Central Office Real Estate will prepare/obtain the following items simultaneously:

☐ Obtain a copy of INDOT’s Deed for the property originally acquired.
☐ Approve the survey and plat utilizing the State Land Office verification of the requested opening and/or exchange location.
☐ Request an appraisal. (This will be a “before and after” appraisal).
☐ Request HAZMAT & CE (Environmental Review) from District Environmental Services Section.
☐ Prepare Commissioner’s Order with justification documents to approve the sale and sale amount.
☐ Determine if Federal Funds were used and if so, then compute the payback percentage from the originally acquired land.
☐ Send an “Offer letter” with conditions to the Requestor giving the Requestor 30/days to respond.
☐ Prepare a Quitclaim deed and send to Requestor.
☐ Upon receipt from the requestor, the Quitclaim, deed along with a summary memo is sent to the INDOT Legal, INDOT Deputy Commissioner, Attorney General’s Office and the Governor’s
Office for signatures.

☐ Executed copies are sent to records and to the applicable county recorder’s office.
☐ Ensure monies are deposited with the Cashier and federal participation percentage noted to cashier (after deed has been executed).
☐ Prepare sales disclosure, if necessary.
☐ Send recorded deed and sales disclosure to the requestor.

If the break is approved by the District, the Central Office Real Estate Department and the INDOT Commissioner, the Requestor will be required to pay Fair Market Value for the L.A. R/W per IC 8-23-7-13. The Fair Market Value for the break will be determined by a “before and after” appraisal completed and/or reviewed by the Central Office Appraising Section.

Please note: Permit approvals that require the Requestor to donate R/W must be handled through the INDOT Buying Section Supervisor.

CREDIT TO FEDERAL HIGHWAY ADMINISTRATION

Federal funds may not be used to acquire property that is already known to be excess land. In the case of Right of Way that is later determined to be excess and sold, FHWA must be credited any monies used to purchase it. These monies may be retained and used for Title 23 uses.
TAXES

There are three types of property related taxes associated with Right of Way acquired property. They are ditch assessments, conservancy taxes and real estate property taxes. All state property is exempt from property taxes however INDOT is not exempt from ditch assessments or conservancy taxes.

DITCH ASSESSMENTS AND CONSERVANCY TAXES

After acquisition the appropriate District is responsible for paying ditch assessments and conservancy taxes. Property tax statements received in Property Management should be reviewed to determine what kind of tax has been assessed. If the tax statement is for a ditch assessment or conservancy tax, the statement is mailed to the appropriate District administrative manager.

If the tax statement includes property taxes or penalties on property taxes, Property Management must clear those taxes first.

REAL ESTATE TAXES

Real estate taxes in Indiana are paid in arrears. In other words, taxes for the year 2004 actually become due and payable in 2005. Tax statements are usually mailed in March with one payment due in May and a second payment due in November. Penalties and interest accrue on delinquent taxes. In order to convey clear title, the real estate taxes must be paid current or paid in advance, depending upon the nature of the taking. Prior to submitting a parcel for payment, the Right of Way Agent assigned to buying is supposed to check the tax status and verify that it is current.

Upon receipt of the state’s deed for recording, the county auditor will change the plat book to reflect the state’s ownership. They will forward the deed to the assessor who will change the tax plat and status. The county treasurer will issue a new tax key number (on partial takings) or change the taxpayer information on a total acquisition. The State must not have taxes due on this new key number. If taxes are delinquent, the Right of Way Agent assigned to buying should ask the owners to pay the past due taxes, penalties and interest.

INDOT will accept title to partial acquisitions with the taxes only paid current as opposed to the full year. The after-value of the property must be sufficient to ensure that the owner will pay the fall installment when it is due, in order to avoid a tax sale loss of the residue.

INDOT requires that total acquisitions have all assessed taxes paid prior to making payment to the owner. The Right of Way Agent assigned to buying may arrange to have the taxes due
amount deducted from the payment to the owner and vouchered to both the owner and the county for payment of the taxes.

The Indiana Tax Commissioners and the Attorney General have determined that the effective date of transfer is the date the deed is signed, not the date of payment or the date the deed is recorded (See Appendix, Petition to Remove Property Tax). Therefore, if a deed is signed prior to December 31, the effective date of transfer to the State will be the date of the deed and taxes for that year, payable the next year, will be forgiven.

For example, if the deed was signed October 12, 2014, the Right of Way Agent assigned to buying should have arranged for the owners to pay the November installment of the 2013 payable 2014 taxes. Even if the property payment is made January 6, 2015 and the deed is recorded February 20, 2015, the owner is not responsible for the 2014 payable 2015 taxes which will be due in May of 2015. Transfers that take place late in a calendar year may not allow enough time for the county auditor to change the ownership in the plat book before tax statements are mailed in 2015. If owners receive tax statements for 2015, they should forward those to Property Management for resolution.

**IC 8-23-7-31(b)**

Real property and interests in real property acquired for permanent highway purposes are exempt from taxation from the date of acquisition, provided that all taxes, interest, and penalties recorded on the property tax duplicates have been paid. Where real property or interests in real property are acquired after the assessment date of any year but before December 31, the taxes on the property in the ensuing year are not a lien on the property and shall be removed from the tax duplicates by the county auditor. A property owner who on or after March 1, 1965, conveyed real property or rights in real property to the department and who after July 8, 1965, is assessed taxes upon the property or rights conveyed and who pays the taxes by reason of the failure of the department to properly record the interest in the real property conveyed with the county auditor and recorder for tax purposes may recover the amount of the taxes from the department.

If the deed, for example, is signed after December 30, 2013 and before the 2013 payable 2014 tax statements are issued, it is not possible to pay the taxes in advance because the amount is unknown, not assessed. However, the owner is responsible for the 2013 payable 2014 taxes because they had ownership and possession of the property for the entire year of 2013. Therefore, the Right of Way Agent assigned to buying should add a clause to the deed which establishes the owner’s responsibility for the taxes when they become due. The Right of Way Agent assigned to buying and the owner should both have initialed this clause:

The Grantor(s) assumes and agrees to pay the 2014 payable 2015 real estate taxes on the above described real estate.
CLEARING PROPERTY TAX LIABILITIES

The first thing to do when receiving a property tax notice or a notice of property tax sale is to verify with Records that the property is INDOT property. If it is INDOT property, the parcel file needs to be reviewed to determine:

1. The date the deed was signed in order to establish the date of transfer
2. If the former owner was obligated to pay any taxes
3. Whether the taxes were paid current at the time of acquisition

If the taxes are valid, it must be determined who was at fault for the taxes not being paid. The state is at fault if the owners were not notified they would be liable and the warranty deed does not also say so. The owner is at fault if the warranty deed identifies an unpaid tax liability and the owner did not pay it. If the state is at fault for the unpaid taxes, process a voucher to pay the taxes. If the owner is at fault, determine if there is time to get the owner to pay before a possible tax sale. If there is time, contact the owner and attempt to get him to pay the property tax. If there is not time or the owner will not pay the property tax, process a voucher to pay the property tax and then have Accounting and Control establish a receivable account to recover the money.

If the taxes are not valid, a letter should be sent or delivered to the county auditor explaining that the taxes are not valid and should be removed from the duplicates. There is usually some confusion regarding the wording of IC 8-23-7-31(b), but the auditor will probably remove the taxes if given the code cite and explanation.

If the auditor refuses to remove the taxes, prepare a petition to the State Board of Tax Commissioners to have the taxes removed. Prepare the petition including certificate of service but do not enter the date of delivery (See Appendix, Petition to Remove Property Tax). Prepare a cover letter to the Commissioner explaining the petition (See Appendix, Cover Letter to Commissioner – Remove Property Tax). Send the cover letter and petition to the Commissioner. After the Commissioner’s signature is obtained, send the petition to the Governor’s office for signature. After the Governor’s signature is obtained, check the property tax status one more time. If the tax is still a liability, prepare a cover letter for the petition to the Chair of the State Board of Tax Commissioners (See Appendix, Cover Letter to Tax Board – Remove Property Tax). Complete the service certificate. Deliver the petition with the service certificate under the cover letter to the Office of the State Board of Tax Commissioners. Mail copies of the petition with the service certification to the appropriate county treasurer and county auditor. Upon receipt of the order of the Tax Commissioners to the county auditor to remove the property taxes forward the order to Records to be put in the parcel file.
DISTRICT RESPONSIBILITIES

Upon receipt of the 30-Day Notice (See Appendix, 30 Day Notice) and keys, when available, INDOT District personnel are responsible for inspecting, baiting and posting all improvements on acquired properties. Some improvements may remain on the property if the owner has received compensation, cost to cure or payment to remove the items. As such, District personnel should use caution when inspecting, clearing, baiting and posting improvements to ensure they are, in fact owned by INDOT.

Improvements acquired by INDOT and not retained for use by INDOT or another State agency are removed or disposed of through a public sale, separate demolition contracts or inclusion in the primary construction contract. Consideration is given to auction sales when the value and quality of an improvement is such that a sale would be economically feasible and in the best interest of the State. Demolition contract proposals have merit when it has been determined that a public sale would not attract a sufficient number of buyers because of the poor quality or insufficient number of improvements available for the sale.

Lead time is a major factor to be considered in the disposition of improvements. Lead time is the interim period between the date the State acquires ownership of the property and the estimated date the Right of Way is to be clear for the construction contract bid letting. Sales and demolition contracts are designed to accomplish Right of Way clearance on schedule and in a manner that represents the State’s best interests. It is desirable to complete the planning for sales and demolition contracts on specific projects during the acquisition phase.

Removal of improvements occurs in one of six ways. The owner may desire to retain and remove the improvement. The owner may be paid a cost to cure to remove and relocate the improvement. Improvements can be retained for use by INDOT or another State agency by requesting the items to be used by the District and must be approved by the Real Estate Division Director and Facilities Management Manager. The improvement may be sold at public auction. The improvement may be removed by a demolition contract. The improvement may be included in the primary construction contract as a demolition item.

District responsibilities include:

1. Determine if improvement(s) are subject to INDOT inspection.
2. Conduct inspection, clearing, baiting, posting and securing.
3. Determine that retained cost-to-cure items are removed.
4. Identify items that may be usable at District locations.
5. Determine method of removal of items by demolition or public auction.

6. Submit 10-week Letter (see Appendix) to INDOT Contracts section for items to be part of the contract letting.

ACQUISITIONS WITH BUILDINGS

LRS, updated daily, and the Project and Parcel Status Report, updated monthly, identify parcels with buildings included in the acquisition. Property Management routinely queries and reviews LRS and the report to become acquainted with new projects and to plan and prepare for taking possession and disposal of such buildings.

1. In the event an occupied building is within the Right of Way to be acquired, a notation will be placed in LRS (for LPA projects, use of a Daily Notice is allowed – see Online Forms). Upon receipt of this preliminary information the property management parcel maintenance fields in LRS are completed.

2. A secured parcel file is reviewed to determine if a building within the acquired Right of Way has been retained by the owner. If an owner has chosen to retain and move the building, the building is identified as a cost to cure item in the parcel maintenance screen in LRS. The building must be removed within the time allowed in the retention contract.

3. At the time payment is made to the owner, a 30 Day Notice to vacate the property is mailed to the owner and occupant of the building (See Appendix, 30 Day Notice). The date of the expiration of the 30 days is entered in LRS. Renters will not be issued a 30 Day Notice before the owner.

4. Property Management must coordinate with Relocation on vacate notices. Even though a 30 Day Notice may have expired, occupants cannot be required to vacate until the Relocation 90 Day Notice has expired.

On or before the expiration date of the 30 Day Notice, the District contacts the Relocation Agent, property owner and/or tenant to find out if they have moved. An extension of time to vacate or a lease may be discussed with the owner or tenant if there is enough time prior to the construction contract letting. Property Management must coordinate with Relocation, the Project Manager and the District Real Estate Manager to see if there are special issues involved with having the occupants vacate.

PROPERTY INSPECTION

After an owner or occupant has vacated a property, INDOT takes possession. The property must be inspected and secured from intrusion. The District may find it beneficial to coordinate the necessary activities with Relocation with notification that they will inspect the property.
notice must be given to the District 48 hours prior to the inspection. The District and/or Relocation Agent must inspect and verify that moves have occurred in accordance with entitlements and therefore it is most likely that Relocation and/or the District will be able to secure buildings and hand over the keys, if available, to the District. The District will then have full responsibility to monitor and maintain the property until the demolition or prime contracts are implemented.

District is responsible for:

1. Verifying that the property has been vacated.
2. Verifying that all fixtures and equipment acquired by the State remains on the property and determining their condition.
3. Ascertaining if the property is clear and free of fire, safety or health hazards or take necessary steps to make it so. All refrigerators and freezers found abandoned on the property must have the doors removed.
4. Making a preliminary estimate of the sale value of fixtures and improvements and the condition of the building.
5. Protecting the vacated property from vandalism and fire by:
   a. Clearing all hazards.
   b. Posting notice of State ownership on 4 sides of the building, in windows, or on the outside in public view, if feasible.
   c. Alerting local law enforcement agencies for security purposes, when deemed necessary.
   d. Securely locking all doors and windows.
   e. Assessing each situation for possibility of unique protection requirements.
   f. Making periodic checks of property until buildings are demolished or moved.
6. Winterizing all buildings and mobile homes by draining all water heaters, opening all faucet valves and for buildings that may be sold, applying diluted antifreeze to all toilets and drains.
7. Applying rodent control in all buildings.
8. Requesting an asbestos inspection from Environmental Section to have each building inspected for potential asbestos content. An Asbestos report must be received in Property Management prior to demolition of buildings.
9. Entering in LRS information obtained from the field inspections.
RODENT CONTROL PROCEDURES

Implementation of an effective rodent and pest control plan should start not later than the relocation of the first occupant on the project. To be effective, rodent control treatment must begin as soon as the occupant vacates the building.

The appropriate rodent control materials are purchased and kept on hand. The District shall apply the materials to all buildings and document the date of such application in the remarks section in LRS under the Property Management tab. The District applies rodent control packets to each room in the building acquired as necessary for adequate control measures.

Contracting with a qualified exterminator may be necessary in large buildings, food processing plants, restaurants, etc. When use of an exterminator is anticipated, a contract is awarded through the proper bid process prior to the first occupant leaving the project. Federal participation may be available to reimburse INDOT on Federal Aid projects, 23 CFR 710.203.

BUYER-DETERMINED MINOR RETENTIONS

In some instances, the Right of Way Agent assigned to buying may allow the seller of the property to retain minor items from the buildings acquired. He/she may compute a retention value on each item which is to be retained. Such retention shall cover only items such as bathroom fixtures, kitchen cabinets, and other items removable from the buildings without disturbing the exterior appearance of the building.

In such cases as outlined above, the Right of Way Agent assigned to buying completes a minor retention form (See Online Forms). One copy is placed in the project parcel file to inform Property Management as to disposition of the items. The seller is expected to have all such items removed within 30 days after he/she receives payment for the property.

COST TO CURE INSPECTION

When the 30-Day Notice expires, the District shall inspect the property to verify the item(s) have been removed:

If the improvement has not been removed within the original 30 day period, it is considered “at the owner’s risk” and is an encroachment on the Right of Way. The encroachment(s) will be removed by the contractor or INDOT District employees at the direction of the District’s Construction Engineer.

If there is enough lead time ahead of the Right of Way clear date, an extension may be given. Please consult with Property Management Staff.
EVICTION

If an owner occupant or tenant fails to vacate after 30 days and an extension cannot be allowed, eviction may be the only recourse for taking possession. The District notifies Property Management and Property Management requests all pertinent documents (notices sent to occupant) and requests Deputy Attorney General to prepare a 10-day letter to the occupant with a vacate date.

1. Secured Parcels.
   a. If the occupants have not vacated within the 30 days, Property Management will have a 10 day letter prepared to be signed by a Deputy Attorney General. After the letter is signed the DAG will return the letter to Property Management to be sent UPS delivery service or the DAG may send the letter. The expiration date of the 10 day notice is entered in LRS.
   b. If the occupants have not vacated within the 10 days, Property Management will ask the DAG to proceed with eviction. Property Management will send a documentation packet containing copies of all letters sent to the occupants, confirmation of mailings, the Acceptance of Offer, recorded warranty deed and state warrant cashed by the owner. Property Management will also provide the letting date of the project to DAG Office.
   c. The DAG will file for the eviction action.

2. Condemned Parcels.
   a. Copy of the 30 day notice should already have been sent to the DAG.
   b. If the occupant does not vacate within thirty days, Property Management will notify the Deputy Attorney General’s office. The Office of the Attorney General will prepare and send a 10 day notice letter with a copy to Property Management. The expiration day of the 10 day notice will be entered in LRS.
   c. If the occupant does not vacate within 10 days, Property Management will notify the Deputy Attorney General’s office and send a documentation packet containing copies of all letters sent to the property owner or legal representative and confirmation of mailings. Property Management will also provide the letting date of the project. Property Management will communicate and provide notices to the District.

3. The DAG will file for the eviction action.
TRASH AND WEED CONTROL PROCEDURES

District is responsible for the removal of trash in cities and urban areas on Right of Way projects where it is deemed necessary for the health and welfare of the community and to be in compliance with local laws.

The District in the area of the project supplies the manpower to accomplish the maintenance for compliance if possible. Federal participation may be available to comply with local governing laws or ordinances, which includes the cutting of weeds and or removal of debris from Right of Way on which a construction contract has not been awarded, 23 CFR 710.203. Mowing contracts may need to be considered.

POLICE AND FIRE TRAINING

No training should be considered for police and fire training if the building is already listed on a demolition or prime contract. Any prime, construction, or demolition contractor seeking to allow police and fire training must gain approval via the same procedure.

SMOKE ONLY – BUILDING TO BE DEMOLISHED

The District Real Estate Manager must obtain a written request for training from police and fire agencies to use buildings on INDOT property that INDOT is going to demolish. Generally only buildings on property acquired by INDOT, not buildings on temporary easements for building removal, should be considered. A building on temporary easement can be considered only if the requesting agency has obtained written permission from the underlying fee owner.

The District reviews the request and recommends approval upon verification of the following:

1. There is adequate time to conduct the training before scheduling the demolition contract
2. The surrounding neighborhood of the building is such that disruption to residential homes and commercial businesses can be limited
3. Salvage value will not be seriously reduced by smoke, fire or damage
4. Buildings must not be suitable for resale or moving
5. Police and fire agencies execute a Liability Agreement. (See Appendix)
6. Police and fire agencies agree to secure all openings against entry
7. A confirmation of the dates for training has been obtained
If the District Real Estate Manager approves, the requester is notified of the approval, training dates and use of the building.

**FIRE TRAINING IN BUILDINGS TO BE BURNED**

The requirements in the preceding section apply to training by burning buildings. In addition, the following requirements apply:

1. The building must be suitable for burning,
2. An asbestos inspection must reveal there is no asbestos present on or within the buildings,
3. The building must be in rural locations,
4. The fire department will notify neighbors within close proximity of the buildings and notify the local media of the planned training,
5. Fire departments are responsible for any and all permits required.

**DISTRICT’S SALE BY PUBLIC AUCTION**

If the owner does not retain improvements as a condition of Right of Way purchase negotiations, those improvements having a positive salvage value might be offered for sale at public auction. INDOT sells improvements in the Right of Way by authority of and in accordance with IC 4-13, IC 8-23-2-1 and IC 8-23-2-6. The procedure for sales has been established by the State Board of Accounts and may not be changed except by the Board’s permission. The procedure is as follows:

1. A date is selected for the auction that is at least four months prior to the Right of Way clear date or the ready for contracts (RFC) date, whichever is earlier. This allows time for advertising and gives the successful bidder at least 60 days after the auction to remove the improvement.
2. A minimum or starting bid for each improvement is established. The factors to be considered when setting the starting bid are the same as those used to determine the retention or salvage value for improvements retained by the owner. (See Online Forms)
3. A performance bond amount to be furnished by the successful bidder on each improvement purchased is determined.
4. A “Notice of Sale” letter is prepared for publication (See Appendix, Notice of Sale for Publication). The notice prescribes the date, time and location of the auction. The notice gives a description and location of the improvements to be sold, the minimum
bid and bond required on each improvement. The terms of the sale are also published
with the notice of sale (See Appendix, Terms of Sale).

5. The auction is advertised two times in newspapers with general circulation in the
county in which the property is located. The first publication is at least 30 days before
the sale. The second publication is at least two weeks prior to the sale. A cover letter is
sent to the newspapers along with the notice of sale and terms.

6. Property Management forwards to the District and the District maintains a list of
persons who have requested notification when improvements are sold by INDOT.
Thirty days before the auction, a notice of sale letter and the terms of sale are mailed to
each person on the list.

7. Prior to the sale, the Clerk’s Report listing each improvement to be sold is prepared.
(See Appendix).

8. Prior to the sale, a sales contract (See Appendix, Contract for Sale – Personal
Property), for the individual improvement being offered is prepared. The “Terms of
Sale” sheet is attached and becomes a part of the sales contract.

9. The auction is supervised by an agent from District. The bid process may be conducted
by a professional auctioneer or the sales supervisor.

10. When the use of a professional auctioneer is not practical, the sales supervisor conducts
the sale and accepts the bids while another District agent or District representative
serves as clerk.

11. A successful bidder makes payment in full by cash, money order, cashier’s check or
certified check, made payable to the Indiana Department of Transportation. Payment is
expected on the day of sale.

12. Upon receipt of payment from the successful bidder the sales supervisor prepares an
official pre-numbered receipt. The original is given to the purchaser, the yellow copy is
sent to the Accounting Division with the money from the sale and the pink copy
remains in the receipt book.

13. The clerk completes the sales contract and obtains the successful bidder’s signature.
The sales supervisor notarizes the successful bidder’s signature. The clerk also has the
successful bidder complete an IRS form W-9. The INDOT commissioner signs the
acceptance of the contract on behalf of the Department. The executed contract and an
Executive Document Summary are sent to the Attorney General’s office for approval.

14. Upon completion of a sale or a series of sales, the sales supervisor completes the
prescribed Transmittal Form in duplicate for the deposit of money received from the
sale. (See Appendix). The sales supervisor signs the form in the lower right hand corner.
Within the body of the transmittal form, the sales supervisor makes an entry noting the
proper breakdown of the money. The District notifies the Accounting Division by memorandum of the sale and states the percentage of participation, 100% State funds or partially funded by Federal Highway Administration.

This example of participation may read as follows:

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>100% State</td>
<td>$300.00</td>
</tr>
<tr>
<td>B</td>
<td>10% State</td>
<td>$30.00</td>
</tr>
<tr>
<td>C</td>
<td>90% Federal</td>
<td>$270.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$300.00</td>
</tr>
</tbody>
</table>

15. The monies are transmitted along with both copies of the transmittal form and the yellow copy of the official numbered receipt to the Division of Accounting. The Agent Cashier signs the original copy of the transmittal form and issues a receipt for the money deposited. It is ideal to have the money transmitted to the Division of Accounting within twenty-four (24) hours after the date of sale. The Division of Accounting keeps a suitable permanent record.

16. Whenever it becomes necessary to cancel a public sale which has been advertised, a letter similar to the sales letter is written and when the time interval allows, it is published in the same manner as a regular sales letter, except it is published only one time. Also, a copy is sent to each recipient on the mailing list who received a copy of the sales letter. A memorandum setting forth the causes leading to the decision to cancel the sale is prepared. One set of the letters and memorandum is placed in the project file and one set is placed in the District’s file for that particular auction.

17. When the circumstances are such that there is no time to publish the sale cancellation, the auctioneer is notified by telephone that the sale is cancelled. The sales supervisor is present at the location to notify any persons who arrive for the sale that it is cancelled and the reason for such cancellation.

18. Each successful bidder is required to post a performance bond, in the amount specified in the sales letter. The bond is furnished at the time of sale or not later than ten (10) days following the sale. The bidder is not permitted to remove the improvement until the required bond is posted. If the bidder fails to furnish the bond during the ten (10) day period, the improvements purchased may be placed on the next demolition contract or an attempt may be made on the next sale to resell them. The bidder is not liable for demolition costs, but forfeits his purchase price. A memorandum is placed in the parcel and project files setting forth all the facts as to why the improvements are on a demolition contract or the attempt is being made to resell them. The State may take action against the bond when the successful bidder fails to fulfill the terms of the contract.
SURETY PERFORMANCE BOND

The amount of a surety performance bond is determined by the estimated expense of having the improvement demolished if the successful bidder fails to comply with the “Terms of the Sale”, for removal of the improvement. The bond may be a performance bond issued by an insurance company or a cash bond, which may be in the form of cash, cashier’s check, or certified check payable to the Indiana Department of Transportation.

In the case of a cash bond, the sales supervisor brings the cash or check to District office and fills out a “Cash Bond Receipt” in triplicate. (See Appendix). The original is sent to the successful bidder, one copy is sent to the sales supervisor and one copy is retained on file in District. (District keeps a copy of the check if bond is posted by check.) The money is deposited with the Central Office Agent Cashier in the Accounting Division. They issue an original of the receipt, which is kept on file in the District office. For former owners removing improvements, INDOT could withhold the bond amount from the property payment to the owner until the retaining owner removes the improvement. Upon receipt of a performance bond issued by a surety company, a copy is sent to the bidder for his files.

RELEASING SURETY PERFORMANCE BOND

At the close of each sale of each improvement, the results are entered in the LRS. Regular inspections are conducted by a field agent of any improvements sold or retained.

When circumstances are such that an extension of time is granted to the purchaser or retainer, an Extension of Time Agreement, should be drafted and signed by an INDOT official and the purchaser or retainer before the expiration of the original contract. The extension of time is noted in the LRS.

When the Right of Way has been inspected and cleared by the field agent, a bond release is provided. The original bond and original release are sent to the surety company posting the bond. A copy of the release goes to the Records Section and one copy is mailed to the insurance company. One copy of release and bond is also kept in the real estate District files.

RELEASING CASH BONDS

When the Right of Way has been inspected and cleared by a field agent, a claim voucher, is prepared in the LRS by District real estate and submitted to the Division of Accounting to release the cash bond posted by the owner. This voucher preparation and process is the same as for all payments.
DEMOLITION CONTRACTS PRIOR TO THE PRIME CONTRACT

A demolition contract is considered when an improvement has the potential to become a public nuisance or hazard. Disposal of improvements by demolition contract consists of the satisfactory removal and disposal of all improvements for each parcel designated in the contract. INDOT Standard Specifications for demolition applies and is cited for all demolition contracts. Some examples are plugging or capping all wells, filling basements and swimming pools.

The size and content of contract proposals for Right of Way clearance work are designed to promote maximum competition in bidding and maximum potential financial return to the State. A memorandum is prepared and forwarded to Contracts and Construction Division listing each item or improvement, stationing and offset of each item and an estimation of the demolition cost of each item. An asbestos report, when necessary, accompanies the memorandum with plans and specifications. Estimated costs of the work associated with demolition of each improvement in a contract proposal are determined as accurately as possible.

Contract proposals for demolition are developed in cooperation with the Specification Writer in the Division of Contracts and Construction. Follow up is required to insure the contract was awarded.

UNDERGROUND STORAGE TANKS (UST’S)

Underground storage tanks acquired by INDOT will be listed for demolition as soon as possible. When the sole purpose of the demolition contract is to remove Underground Storage Tanks (USTs), the demolition contract request lists only the parcel most recently acquired on any given project unless it is known with absolute certainty that more UST parcels will be acquired within 60 days of the first.

The demolition contract may include other improvements unless obtaining asbestos reports will delay the contract letting. The goal is to have all INDOT USTs removed within 12 months of acquisition. Circumstances that may inhibit this goal are negotiated terms, site re-configurations for uninterrupted operations or Attorney General settlements.

Upon acquiring a parcel with a UST, a notice is forwarded to the Environment Services Section and the District in preparation for an immediate demolition contract request to have all UST’s in the take removed. Notice to the Environmental Services Section and the District is given at the same time and the same date as the 30-day notice to the property owner. The notification lists code, parcel number, DES number, project number, date paid, number of UST’s, the capacity of each tank to be removed, contents, if known, and the anticipated letting date. A copy of the notification is placed in the parcel file.

No extensions will be granted to the owner to clear the property beyond the 90 day relocation expiration and/or the 30 day property management expiration, whichever is later. The properties must cease fuel dispensing operations immediately upon acquisition and the properties must be
vacated immediately upon expiration of the later of the 90 day relocation expiration date or the 30 day notice period. Cost to cure evictions must be posted and delivered immediately. The only exception to this paragraph will be because of an order by a court.

**PRIME CONSTRUCTION CONTRACTS**

The disposal of improvements can most economically be accomplished by including provisions for demolition and removal as a separate item in the construction contract.

At least ten (10) weeks prior to the date that bids are to be received for a project; a list of all major improvements within the Right of Way limits is prepared. The improvements are identified individually by parcel number, location of improvements, by stationing and offset right or left of center line, house number if applicable, and a brief description of the improvement itself. An estimated demolition cost is also included.

A memorandum is forwarded to the Contracts and Construction Division containing the information identified in the preceding paragraph, and requests that necessary steps be taken to list each of these improvements in the primary road contract. It is further requested that the contractor not proceed with demolition of any individual improvement without express written authority from the Contracts and Construction Division.
This chapter is a listing of State and Federal codes affecting the policies and procedures of the Property Management activities for the Indiana Department of Transportation.

**INDIANA CODE TITLE 8**

IC 8-23-2-6, Department powers; contracts and leases with transportation finance authority; confidential documents

IC 8-23-7-2, Purposes for acquiring real property

IC 8-23-7-12, Vouchers for payment; certification; payment

IC 8-23-7-13, Sale of surplus property

IC 8-23-7-14, Sale of surplus property separated from abutting parcel; offer to abutting property owner

IC 8-23-7-15, Sale of surplus property separated from abutting parcel; procedure when abutting property owner fails to accept offer

IC 8-23-7-16, Sale of surplus property valued at $4,000.00 or less

IC 8-23-7-17, Exchange of lands, rights, and easements; criteria

IC 8-23-7-18, Exchange of lands, rights, and easements; valuation; payments for differences in value

IC 8-23-7-19, Exchange of lands, rights, and easements; improvements

IC 8-23-7-20, Exchange of lands, rights, an easements; attaching construction contracts, bonds, or plans to exchange agreements

IC 8-23-7-21, Exchange of lands, rights, and easements; improvement completion requirement

IC 8-23-7-31, Acquisition of property, rights, and easements; legal description; taxation

IC 8-23-5-1, Encroachment on state highways; removal, prevention, and termination; notice; entry; costs; exception
INDIANA CODE TITLE 4

IC 4-20.5-7, Disposition of Property
IC 4-20.5-7-1, Application of chapter
IC 4-20.5-7-6, Notice of proposed transfer
IC 4-20.5-7-7, Transfer of property between agencies or educational institutions
IC 4-20.5-7-7.1, Transfer of property between agencies or educational institutions; notice of availability; disposal of property
IC 4-20.5-7-7.3, Priority of transfers
IC 4-20.5-7-8, Transfer to political subdivision or public utility or sale
IC 4-20.5-7-9, Appraisal
IC 4-20.5-7-10, Transfer to political subdivision by gift or sale; preference to political subdivisions
IC 4-20.5-7-10.7, Transfer of property to person for property of like value
IC 4-20.5-7-11, Sale through competitive bids or auction
IC 4-20.5-7-15, Sale at less than appraised value; grant of easement
IC 4-20.5-7-16, Cash sale; proceeds depository
IC 4-20.5-7-17, Instrument of transfer; signatures
IC 4-21.5-3, Adjudicative Proceedings

CODE OF FEDERAL REGULATIONS

23 CFR Part 710 Subpart D Property Management
    Management of Airspace
    Disposal of Rights of Way
PROPERTY MANAGEMENT APPENDIX

10-week Letter
30 Day Notice – Condemnation
30 Day Notice
Auction Clerk’s Report
Cash Bond Receipt
Certification Clear – No Exceptions
Certification with Exceptions
Certification - No RW
Closing Statement - Overnight
Closing Statement
Contract for Sale and Removal of Personal Property
Cover Letter to INDOT Commissioner – Remove Property Tax
Cover Letter to Tax Commissioner – Remove Property Tax
District Approval Letter
Excess Land Sale Deposit
FHWA Notification of Sale
Liability Agreement – Fire & Police Training
Non-Collusion Affidavit
Notice of Public Sale for Publication
Petition to Remove Property Tax
Termination Notice – Tenant
Terms of Sale
MEMORANDUM

TO: Contracts and Construction -

FROM: Property Management
Real Estate Division

RE: 10 WEEK LETTER, Clearing of Right-of-Way, Demolition Items

Please take the necessary action to include the following demolition items in the construction contract. Please coordinate the demolition of these items with the current certification letter to determine if the parcel has been cleared for demolition, or if you have any questions contact our office before demolition.

<table>
<thead>
<tr>
<th>Parcel</th>
<th>Structure</th>
<th>Stationing</th>
<th>C/L</th>
<th>Demolition Estimate</th>
<th>Contractor may proceed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>+</td>
<td></td>
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<td>to</td>
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<td>+</td>
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</tr>
</tbody>
</table>

cc: Records
ADDRESS

RE: [Code]
Parcels:
County:
Cause #:

The State of Indiana, on behalf of the Indiana Department of Transportation, has filed suit in eminent domain to acquire a portion of your client’s, [Name], real estate under the above-referenced project to improve [Project]. The [County] County Court ordered appropriation of your client’s real estate and appointed three appraisers to determine the value of that real estate together with any resulting damages caused by that appropriation. The amount of damages assessed under the appropriation is $[Amount]. On [Date], the State deposited this amount with the [County] Clerk and now, pursuant to IC 32-24, has a right to take immediate possession of that real estate appropriated through the Court.

Please instruct your client of the vacate date of [Date] so that they remove their personal property, which includes [Items], remaining in the right-of-way of the appropriated real estate.

In addition, please instruct your client that [Actions] have been acquired in the new right-of-way and consequently there will be the loss of utility of those items.

Respectfully,

AGENT NAME
Property Management
Real Estate Division

Attorney General’s Office
Acquisition
Records

INDIANA DEPARTMENT OF TRANSPORTATION - REAL ESTATE DIVISION MANUAL
JANUARY 2016
DATE

Code
Parcel
County

Dear PROPERTY OWNER,

The Indiana Department of Transportation has acquired property located at:

ADDRESS IN RIGHT OF WAY

To comply with State and Federal regulations, this is your notification to move any item(s) out of the new right-of-way no later than DATE. Please adhere to these regulations and remove your property from the premises.

Items in Right-of-Way: ________________________________

You have been compensated for replacing or relocating the items listed above. This letter is to alert you to remove your personal property and to relocate or replace any improvements from the right-of-way. This is to avoid interrupted use of the items listed above, as well as electric, water, sewer, fences, etc., if applicable.

Items left in the right-of-way after the vacate date of DATE will be at risk of damage or being removed by construction crews. Contractors will be authorized to remove these items after the vacate date and you may be charged for that expense.

If you have questions regarding what to move or where the right-of-way border is located, please contact NAME at PHONE / EMAIL.

Thank you in advance for complying with this request.

Sincerely,

AGENT NAME
Property Management
Real Estate Division

www.in.gov/indot
An Equal Opportunity Employer
# AUCTION CLERK’S REPORT

<table>
<thead>
<tr>
<th>Project</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcel</td>
<td></td>
</tr>
<tr>
<td>Buyer</td>
<td></td>
</tr>
<tr>
<td>Street Address</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Purchase Price</td>
</tr>
<tr>
<td>Bond Amount</td>
<td>Bond Received</td>
</tr>
</tbody>
</table>

| Parcel |  |
| Buyer |  |
| Street Address |  |
| City, State, Zip |  |
| Phone |  |
| Item | Purchase Price |  |
| Bond Amount | Bond Received |  |

| Parcel |  |
| Buyer |  |
| Street Address |  |
| City, State, Zip |  |
| Phone |  |
| Item | Purchase Price |  |
| Bond Amount | Bond Received |  |

| Parcel |  |
| Buyer |  |
| Street Address |  |
| City, State, Zip |  |
| Phone |  |
| Item | Purchase Price |  |
| Bond Amount | Bond Received |  |
CASH BOND RECEIPT

In receipt the cash or check amount of $____ from _____ who is the highest bidder with the Social Security Number of _____ serving as a performance bond for the removal of a building retained by the owner or purchased at auction from the Indiana Department of Transportation.

Project:  
Code:  
Parcel:  
County:  

Submitted by:  
(Buyer, Negotiator or Sales Supervisor)

______________________________
(Signature)

Real Estate Division
District Office, IN
MEMORANDUM

TO: Contracts and Construction

FROM: , Supervisor
Property Management
Real Estate Division

RE: CERTIFICATION CLEAR

CODE:
CONTRACT:
DES:
ROAD:
COUNTY:
LOCATION:
LETTING:

This is to advise that all parcels within the limits of the above referenced project have been acquired and the right of way is clear.

In accordance with 23 CFR 635.309 all applicable rules and regulations of the Federal Highway Administration have been complied with in the acquisition of right of way.

No relocations are involved on this project and, therefore, the relocation provisions of 49 CFR Part 24, PL 91-646, are not applicable.

FHWA will not participate in delay cost accrued because Right of Way was not acquired before letting.

Electronic:

District Deputy Commissioner
District Construction Engineer
District Right of Way Services Manager
Project Manager
Program Manager
RFC Responsible Person
Director District Project Management
Utilities and Railroads Division
Contract Administration Division
(FHWA)
(FHWA)
DATE

MEMORANDUM

TO: Contracts and Construction

FROM: , Supervisor
Property Management
Real Estate Division

RE: CERTIFICATION WITH EXCEPTIONS

CODE:
CONTRACT:
DES:
ROAD:
COUNTY:
LOCATION:
LETTING:

This is to advise that all parcels within the limits of the above referenced project have been acquired and the right-of-way is clear for contract letting, with the following exceptions.

Parcel: Approx. Sta. to , Line “”, . This parcel has been . The parcel is estimated to be by . The right of way is estimated to be clear on or before .

Parcel: Approx. Sta. to , Line “”, . This parcel is active in . The parcel is estimated to be paid by . The right of way is estimated to be clear on or before .

Parcel: Approx. Sta. to , Line “”, . This parcel has been . The right of way is estimated to be clear on or before .

Parcel: Approx. Sta. to , Line “”, . This parcel is active in . The parcel is estimated to be paid by . The right of way is estimated to be clear on or before .

Parcel: Approx. Sta. to , Line “”, . This parcel has been and is estimated that money will be posted by . The right of way is estimated to be clear on or before .
MEMORANDUM

TO: Contracts and Construction

FROM: , Specialist
       Property Management
       Real Estate Division

RE: CERTIFICATION (NO ADDITIONAL R/W NEEDED)
    CODE: N/A
    CONTRACT:
    DES:
    ROAD:
    COUNTY:
    LOCATION:
    LETTING:

This is to advise that NO additional right of way will be required for this contract. The project will be constructed within the limits of the existing right of way. No buildings or relocations involved.

Relocation is not involved on this project; therefore, relocation provisions of 49 CFR Part 24, PL 91-646, are not applicable.

Electronic:
   District Deputy Commissioner
   District Construction Engineer
   District Right of Way Services Manager
   Project Manager
   Program Manager
   RFC Responsible Person
   Director District Project Management
   Utilities and Railroads Division
   Contract Administration Division
   (FHWA)
   (FHWA)
DATE

CLOSING STATEMENT

Please find enclosed the co-payee check(s) that require your endorsement and that need to be returned at your earliest convenience. Please return the check(s) using the enclosed pre-paid and self-addressed UPS envelope. Envelopes will either need to be placed in a UPS drop box or returned to a UPS Store location.

To find the nearest UPS location, visit [http://www.ups.com](http://www.ups.com)

Please note, funds to be disbursed to the property owner, if any, will be sent after the endorsed co-payee check(s) are returned to the agency.

ADDRESS

<table>
<thead>
<tr>
<th>County</th>
<th>Code</th>
<th>Parcel</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Location of Property</th>
<th>Part of the</th>
<th>Quarter, Sec.</th>
<th>Twp, Ran</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area and Type of Interest Acquired</td>
<td>acre Fee Simple R/W, acre Temporary R/W, acre Presently Existing R/W, Access Rights</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

STATE WARRANTS

<table>
<thead>
<tr>
<th>Co-Payee Warrants</th>
<th>Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please endorse this co-payee check and return</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payee Warrants</th>
<th></th>
</tr>
</thead>
</table>

Total of all Warrants $0.00

Mail Date

INDIANA DEPARTMENT OF TRANSPORTATION - REAL ESTATE DIVISION MANUAL
JANUARY 2016
## Closing Statement

**Address**

<table>
<thead>
<tr>
<th>County</th>
<th>Code</th>
<th>Parcel</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Location of Property</th>
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<th>Quarter, Sec, Twp, Ran</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area and Type of Interest Acquired</td>
<td>acre Fee Simple R/W; acre Temporary R/W; acre Presently</td>
<td></td>
</tr>
<tr>
<td>Existing R/W; Access Rights</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### State Warrants

<table>
<thead>
<tr>
<th>Payee Warrants</th>
<th>Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total of all Warrants | $9.00 |

**Date**

Mailed Date
PROJECT

PARCEL

COUNTY

GRANTOR

REMOVAL DATE

CONTRACT FOR SALE AND REMOVAL OF PERSONAL PROPERTY

THIS AGREEMENT, made this day of , , by and between the State of Indiana, acting by and through the Indiana Department of Transportation, hereinafter referred to as the Seller, and , Social Security Number , hereinafter to as Buyer, Witnesseth: That the Seller, in consideration of the amount of money, promises and conditions herein contained and in accordance with the terms of the advertising for the sale hereof, promises and agrees to sell, and does hereby sell, to the Buyer, the following personal property to wit:

The Buyer now pays to the Seller the amount of $ being the amount bid by said Buyer at the public sale of said property, receipt of which is hereby acknowledged. The Buyer promises and agrees to remove said personal property from said real estate upon which it is now located, promptly but no later than sixty ( ) days from the date of execution of the Contract for sale and Removal of Personal Property. Substantial compliance with this Contract means performance of all obligations stated herein.

Time is of the essence for all performance obligations stated herein. The performance times may be extended by a written extension, signed by Indiana Department of Transportation, given prior to the deadline and for such reasonable time as the Seller may determine, when in the Seller’s sole opinion the Buyer is delayed in work progress by fire, weather, injuries, or other causes beyond the Buyer’s control or which justify the delay. Buyer agrees to keep the work premises and adjoining ways free of waste material and rubbish, including shrubbery and trees which have been cut or uprooted to facilitate moving operations, caused by his work or that of his agent or employees. Buyer further agrees to remove all such waste material and rubbish, together with all of his tools, equipment, machinery, and surplus materials, promptly on termination of the project, but no later than ten days after the removal of the personal property from the real estate, leaving only concrete flatwork on the premises. Reasonable rental, storage, and removal fees will be charged for items remaining, and Seller may dispose of the same where verbal notice is given and Buyer fails to remove or pay such fees.

Buyer agrees to fill the basement and/or crawl space according to the terms of this sale and refill and level any excavation, which was made to facilitate moving operations. A copy of the “Terms of Sale” is attached to and becomes a part of this Contract.

Buyer shall have the right to enter the premises for the purpose of removing the personal property and performing other work described in this Contract for Sale and Removal of Personal Property. Buyer is permitted to store equipment and materials, used in the removal of the personal property, on the premises for a reasonable time, but in any event, for a time no longer than is permitted for the completion of the work. Buyer shall enjoy no rights upon the premises.

Buyer will execute a satisfactory Faithful Performance Surety Bond, as attached, or a Cash Bond, in the amount of $ , this amount being the amount stated by the Sales Supervisor at the time of sale (minimum amount of bond being $500.00). A bond must be furnished on each successful bid within ten (10) days after the auction. Buyer will not remove any property until the bond has been furnished. If the bond is not furnished within the specified ten (10) days, the Buyer will be in default on the Contract for Sale and Removal of
TO:
INDOT Commissioner

THRU:
INDOT Deputy Commissioner

FROM:
Office of Real Estate

RE: Petition to Remove Property Tax

The attached is a petition to have property taxes removed from property acquired for improvements to SR 28 in Clinton County. Usually we are successful in convincing County Auditors that property taxes assessed in the year in which we acquire the property are to be removed from the tax duplicates in accordance with IC 8-23-7-31(b).

The Clinton County Auditor has refused to remove the taxes. IC 6-1.1-36-7(b) authorizes the chief administrative officer of a state agency to petition the State Board of Tax Commissioners through the Governor to have property taxes removed from state owned property. Please return the signed petition to .

Respectfully,

Property Management
Real Estate Division
DATE

Chair
State Board of Tax Commissioners
IGCN N1058
Indianapolis, Indiana 46204

Dear ,

Please find enclosed a petition for the cancellation of property taxes assessed against real property owned by the State of Indiana in County.

Sincerely,

INDOT Real Estate Division
To: District Deputy Commissioner

Thru: Real Estate Manager

From: District Outreach Team
Real Estate Division

RE: Request to Sell Excess Land and/or Right of Way

Project:
Road:
County:
Code/Parcel:

Land the department acquired as Excess Land and/or Right of Way is not needed and should be disposed.

The District Deputy Commissioner must decide if the Excess Land and/or Right of Way at the referenced location is property the department does not need. Land the department acquired as Excess Land and/or Right of Way is not needed and should be disposed. Attached please find a right of way plan sheet for the requested referenced property.

At a minimum please address the below concerns:

☐ The District has inspected and supplied a photo of the area to be disposed.

☐ Are there bridges or pipe structures located in the Excess Land and/or Right of Way INDOT needs to maintain?

☐ Are there slopes within the Excess Land and/or Right of Way that INDOT needs to maintain?

☐ Are there other INDOT improvements, sod, concrete, paved ditches etc., within the Excess Land and/or Right of Way INDOT needs to maintain?

☐ Are there any building structures/wetlands/encroachments/dumping on the excess to be disposed of?

☐ Building Structures
☐ Encroachments
☐ Wetlands
☐ Dumping

If there are no maintenance concerns within the requested area, and the district deputy commissioner wishes to declare the property as excess, please Approve this request by signing on the appropriate line. If the property is needed now or expected to be needed in the future, please deny this request by signing on the appropriate line.

APPROVED ___________________________ DATE _____________

DISTRICT DEPUTY COMMISSIONER

DENIED ___________________________ DATE _____________

DISTRICT DEPUTY COMMISSIONER

REASON DENIED ___________________________

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INDIANA DEPARTMENT OF TRANSPORTATION - REAL ESTATE DIVISION MANUAL
JANUARY 2016
TO:        Cashier
          Accounting and Control
          Room

FROM:      Real Estate Division
          Property Management

DATE

Attached is the payment covering proceed from the sale of Excess Land

Check Amount ; Payee - Indiana Department of Transportation

Payer Name
Address

Check Number

Code-parcel
Project
Des#
Excess Land or Excess Right of Way

Federal funds were / were not involved in this acquisition

Federal funds  %
State Funds    %
Credit to FHWA required  %
DATE

Division Administrator
Federal Highway Administration
575 North Pennsylvania, Room 254
Indianapolis, IN 46204
Attn: Colleen Smith

RE: Project Road County Code Parcel

Subject: Notification of the Sale of Non-Interstate Excess Right of Way

Dear Colleen Smith,

This is a notification to FHWA that Non-Interstate Excess Right of Way has been sold on State Road .

In accordance with CFR 710.401, the State of Indiana, INDOT may sell excess Right of Way on a road, which is not Federal Interstate, without prior approval of FHWA.

All procedures were followed in this sale including approval from the INDOT District Deputy Commissioner and the INDOT Deputy Commissioner (designee for the INDOT Commissioner).

Enclosed is a copy of the accounting form stating if Federal funds were used in the acquisition of this property along with the percentage of the Federal funds appropriated.

This information is being provided to FHWA as documentation of the property transfer. Please note that this property is sold and is no longer excess Right of Way owned by INDOT.

Excess Land District Outreach Team
Real Estate Division

Attachment
Accounting Form

www.in.gov/dot
An Equal Opportunity Employer
DATE

ADDRESS


County | Code | Parcel

Location of Property | Part of the | Quarter, Sec, Twp, Rng

Area and Type of Interest Acquired: acre Fee Simple R/W, acre Temporary R/W, acre Presently Existing R/W; Access Rights

STATE WARRANTS

<table>
<thead>
<tr>
<th>Payee Warrants</th>
<th>Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Total of all Warrants $0.00

DATE
Mailed Date
NON-COLLUSION STATEMENT
State Form 41517 (R2 / 6-99)

STATE OF: __________________________

COUNTY OF: __________________________

SS:

______________________________
NAME OF COMPANY

______________________________
STREET, CITY AND ZIP

DEPOSES AND SAYS UPON HIS (OR HER) OATH THAT:

The undersigned, being duly sworn on oath says, that he is the contracting party, or that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

I swear or affirm that the information I have entered on this form is correct. I understand that making a false statement on this form may constitute the crime of perjury.

______________________________
SIGNATURE

______________________________
DATE

______________________________
PRINTED/TYPED NAME
PUBLIC NOTICE
STATE OF INDIANA
INDIANA DEPARTMENT OF TRANSPORTATION

INDIANA
INDOT DISTRICT OFFICE

LETTER NUMBER
SALES SUPERVISOR
TELEPHONE

The Indiana Department of Transportation, acting for the State of Indiana as prescribed by Acts of Legislature, will offer at a Public Sale, the following described improvements at the designated location and time.

COUNTY:
PROJECT:
CODE:
PARCEL:

Sale site
SALE DATE: at AM. LOCAL TIME

It is highly recommended that all prospective bidders seek professional advice from a reputable "home moving" company before bidding.

Structure can be previewed on 20 from PM.

All structures will be sold without reserve in "AS IS" condition with no guarantees as to the structures, equipment, or appliances. THE STATE OF INDIANA RESERVES THE RIGHT TO REFUSE ANY OR ALL BIDS.

DESCRIPTION OF IMPROVEMENTS:
Sale #1:
Suggested minimum bid: $ Bond required $

Sale #2:
Suggested minimum bid: $ Bond required $

Smaller items may be sold individually and must be removed the day of sale.
STATE OF INDIANA
BEFORE THE
STATE BOARD OF TAX COMMISSIONERS

IN THE MATTER OF THE
CANCELLATION OF TAXES
ASSESSED AGAINST REAL
PROPERTY OWNED BY THE
STATE OF INDIANA,
COUNTY,
INDIANA

PETITION

Comes now , Commissioner, Indiana Department of Transportation ("Department") pursuant to the provisions of IC 6-1.36-7(b), as chief administrative officer of said Department, and petitions the Board to cancel certain property taxes assessed against real property owned by the State of Indiana; and, in support hereof would show the Board as follows:

1. The Department acquired property in County, Indiana, for permanent highway purposes within the meaning of IC 8-23-7-31(b).

2. The property and the dates of acquisition are as follows:

   a. Parcel number acquired .

   1) The property was acquired by and through the Department by Warranty Deed, were recorded in the Office of the Recorder of Marion County and in the Office of the Auditor of County, and taxes have been assessed against said real estate for taxes claimed to be due for an assessment year that is the calendar year in which the property was acquired.

   2) The property is exempt from taxation for all taxes that were assessed in the year of acquisition of the property and payable in the ensuing year by reason of Indiana Code 8-23-7-31, which provides, in pertinent part, that:

   Where real or interests in real property are acquired after the assessment date of any year but before December 31, the taxes on the property in the ensuing year are not a lien on the property and shall be removed from the tax duplicates by the county auditor.

WHEREFORE, the Department prays the Board cancel the taxes on said real property.

Respectfully submitted

, Commissioner

Indiana Department of Transportation

APPROVED:

THIS DATE:

Governor of Indiana
Termination Notice

CODE:  
PARCEL:  
Location:  
Date:  

Dear  

Your referenced lease agreement with INDOT will soon terminate. As you may know the building has been sold and this letter is your only notification you will receive to vacate. Please remove all personal property from the premises by . Please contact me if you have any questions or concerns. Thanking you in advance for your cooperation.  

Respectfully,  

Property Management Unit  

cc:  
Records  
File  

INDIANA DEPARTMENT OF TRANSPORTATION - REAL ESTATE DIVISION MANUAL  
JANUARY 2016
TERMS OF SALE

A maximum of  days from the date of sale shall be allowed for removing the improvements purchased. Sale will be for cash, certified check, cashier’s check or bank draft payable to the Indiana Department of Transportation. Personal checks cannot be accepted.

THE STATE OF INDIANA RESERVES THE RIGHT TO REFUSE ANY OR ALL BIDS.

Successful bidder will be required to execute a contract agreeing to the following conditions:

1. To supply a satisfactory faithful Performance Surety Bond, similar in language and requirements to a sample available from the Sales Supervisor, or a cash bond consisting of a cashier’s check, certified check or bank draft made payable to the Indiana Department of Transportation. The amount of the bond shall be in the amount stated in the advertisement of sale and shall be a minimum of $ for a house or major structure or $ for a garage, shed or other small structure. Such performance bond or cash must be provided within (10) days of date of sale. If the buyer does not furnish the bond within the (10) specified days, the buyer will be considered to have defaulted and will forfeit the purchase price and the State of Indiana will sell, demolish or remove the improvements without incurring any liability to the buyer.

2. No improvements will be removed prior to posting of the Surety Performance Bond.

3. Forty-eight hours prior to removal of the structure, the successful bidder shall contact the District Construction Engineer in the Indiana Department of Transportation’s District Office. Phone .

4. Notify the Indiana Department of Environmental Management and the US Environmental Protection Agency at least ten working days before removing the structure. There will be a notification fee payable to IDEM. Notification forms will be available from the Indiana Department of Transportation, Sales Supervisor on the day of sale.

5. There shall be no burning of debris on the site.

6. All work must be done under the supervision of the District Construction Engineer. Before the Surety Performance Bond will be released, the District Construction Engineer must approve the site where the structure has been removed.

7. To remove the improvements purchased within the specified period of time normally sixty (60) days after the date of the sale. Within ten (10) days after removal of the improvement, to complete the removal of all combustible material and other rubbish, including shrubbery and trees cut or uprooted to facilitate moving operations, leaving only concrete flatwork on the premises. Any excavation made to facilitate the moving of the improvement must be refilled and leveled.

8. The successful bidder shall be responsible for backfilling the crawl space and/or basement according to the following specifications:

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INDIANA DEPARTMENT OF TRANSPORTATION - REAL ESTATE DIVISION MANUAL
JANUARY 2016
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